COX ARIZONA TELCOM, L.L.C. d/b/a/ Cox Communications d/b/a/ Cox Business Services

# ARIZONA CC TARIFF NO. 1 SECOND REVISED TITLE PAGE

**LOCAL EXCHANGE SERVICE** 

# **ORIGINAL**

COX ARIZONA TELCOM, L.L.C. d/b/a/ Cox Communications d/b/a/ Cox Business Services

(T)

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF ARIZONA

ADMINISTRATIVELY

APPROVED FOR FILING

Issue Date: January 21, 2004

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Director, Tariff Development Cox Communications, Inc. 1400 Lake Hearn Drive, Atlanta, GA 30319

# **CHECK SHEET**

# ORIGINAL

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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4	19 <sup>™</sup> Revised	19	1 <sup>ST</sup> Revised
5*	19 <sup>™</sup> Revised	20	1 <sup>ST</sup> Revised
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15	2 <sup>ND</sup> Revised	29.1	1 <sup>ST</sup> Revised
		30	3 <sup>RD</sup> Revised

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# LOCAL EXCHANGE SERVICE

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# LOCAL EXCHANGE SERVICE

# EXPLANATION SYMBOLS REFER MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- **C** To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- **M** To signify a move in the location of text.
- **N** To signify new rate or regulation.
- **R** To signify reduced rate.
- **S** To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.

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COX ARIZONA TELCOM, L.L.C. d/b/a/ Cox Communications d/b/a/ Cox Business Services



**LOCAL EXCHANGE SERVICE** 

# **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Cox Arizona Telcom, L.L.C. d/b/a/ Cox Communications to Customers within the local exchange service area defined below:

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# LOCAL EXCHANGE SERVICE

#### SECTION 1 - Definitions

Certain terms used generally throughout this tariff **are** defined below.

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Business Telephone Service:** Telephone service provided to:

- > a business location, or
- > a residential location, which is listed in the business section of the local telephone book, or
- > a residential location advertised or used as a place of business.

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### LOCAL EXCHANGE SERVICE

**SECTION 1 - Definitions, cont'd.** 

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Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

**Company:** COX ARIZONA TELCOM, L.L.C. (D/B/A/ COX COMMUNICATIONS) and (D/B/A COX BUSINESS SERVICES, which is the issuer of this tariff.

**Combination Service:** shall mean a Residential Customer, who may qualify for discounts on the first and additional lines if the Customer also purchases either Cable Services or high-speed internet access from a Cox Affiliated Company. The eligibility will continue so long as the Customer continues to purchase either service from the Cox Affiliated Company.

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# SECTION 1 - Definitions, cont'd.

Cox: Cox Arizona Telcom, L.L.C. d/b/a Cox Communications, which is the issuer of this tariff.

**Cox Affiliated Company:** shall mean a wholly owned subsidiary of Cox Arizona Telcom, L.L.C. d/b/a Cox Communications' parent company, Cox Communications, Inc., which provides cable and high-speed Internet access in the State of Arizona.

**Customer:** The person, firm, corporation or other entity, which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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**Dial Pulse (DP):** The pulse type employed by rotary dial Station sets.

**Direct Inward Dialing (DID):** A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

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**Dual Tone Multi-Frequency ("DTMF"):** The pulse type employed by tone dial station sets.

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Holidays:** New Year's Day, Martin Luther King Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

**Hunting:** Routes a call to an idle station line. With Serial Hunting, Calls to a member of a hunt group will search from that point to the end of the group and stop.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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# **SECTION 1 - Definitions**, cont'd.

**Joint User:** A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Least Idle Trunk Selection (LIDL):** LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

**Local Calling:** A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

**Local Exchange Carrier: A** company which furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

**Message Waiting:** This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

**Most Idle Trunk Selection (MIDL):** MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

**Multiple Appearance Directory Numbers:** A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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# SECTION 1 - Definitions, cont'd.

Non-Recurring Charges (NRC): The one-time initial charges for services or facilities, for which the Customer becomes liable at the time the Service Order is executed. Non-Recurring Charges do not include Construction Charges or other Special Charges.

Off-Hook: The term "off-hook" denotes the active condition of a local exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription: A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing ■ --- \_

Primary Line: The line identified by a residential Customer as the first or principal telephone line in the account.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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**Residential Service:** Telephone service to the following locations:

- Private residences which are not advertised or used as a place of business,
- Private apartments of hotels, rooming houses or boarding houses where service is confined to the Customer's use.
- Detached structures, when strictly use as a part of the residence on the same premises, and is not used as a place of business.

A Customer that requests greater than eight (8) lines of residential service will be assumed to be a business Customer unless the Customer can provide substantiation that the lines would be exclusively used for residential service. A residential Customer may not port a business telephone number to the Company as a residential telephone number.

Resold Services: Local exchange services provided by the Incumbent Local Exchange Carrier and resold by the Company.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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## LOCAL EXCHANGE SERVICE

# SECTION 1 - Definitions, cont'd.

Services: The Company's telecommunications services offered on the Company's network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

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**Station:** Telephone equipment from or to which calls are placed.

Subscriber: see Customer.

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Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer, Subscriber or any other person authorized by the Customer to use service provided under this tariff.

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# **SECTION 2 - Regulations**

# 2.1 Undertaking of the Company

# 2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Arizona under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

# 2.1.2 Shortage of Equipment or Facilities

- 1. The Company reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond the Company's control. The Company maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with an End User's transmission to another carrier. In addition, the Company reserves the right to limit call duration when deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. The Company will incur no liability for call interruptions resulting from the Company's efforts to avoid such degradation.
- 2. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 3. The furnishing of service under this tariff is subject to the availability to the Company of adequate numbering resources and may be subject to the Company's implementation of interconnection arrangements with incumbent local exchange carriers in Arizona.

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# SECTION 2 - Regulations, cont'd.

#### 2.1 **Undertaking of the Company**

#### 2.1.3 Terms and Conditions

- 1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- **3.** At the expiration of the initial term specified in each commercial Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order, shall survive such termination.
- 4. In any action between the parties to enforce any provisions of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- This tariff shall be interpreted and governed by the laws of the State of 5. Arizona.

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# SECTION 2 - Regulations, cont'd.

# 2.1 Undertaking of the Company, cont'd.

### 2.1.3 Terms and Conditions, cont'd.

- 6. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 7. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 8. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.9 below.

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- 9. The Customer agrees to return to the Company all Company-provided termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 10. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct, space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the company makes similar facilities under its control available to its customers.

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# SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

# 2.1.4 Liability of the Company

- 1. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages (including any such claim or suit arising out of or related to the reservation of any specific number for use with a service), associated with the "ordinary" installation (including delays thereof) provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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# **SECTION 2 - Regulations, cont'd.**

# 2.1 Undertaking of the Company, cont'd.

# 2.1.4 Liability of the Company, cont'd.

- 3. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; hurricanes; storms; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 4. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 5. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 6. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

(M) Material moved from page 21.

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# SECTION 2 - Regulations, cont'd.

- 2.1 Undertaking of the Company, cont'd.
  - 2.1.4 Liability of the Company, cont'd.



- 7. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 8. Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the Company's service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: (1) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; (2) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and (3) all other claims arising out of any act or omission of the Customer or others in connection with any service provided by the Company pursuant to this tariff.

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# SECTION 2 - Regulations, cont'd.

# 2.1 Undertaking of the Company, cont'd.

# 2.1.4 Liability of the Company, cont'd.

- 9. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 10. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 11. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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# **LOCAL EXCHANGE SERVICE**

# **SECTION 2 - Regulations, cont'd.**

- 2.1 Undertaking of the Company, cont'd.
  - 2.1.4 Liability of the Company, cont'd.
    - 12. The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
    - The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service

Issue Date: September 27, 1999 Effective Date: October 27, 1999



# **SECTION 2 - Regulations, cont'd.**

- 2.1 Undertaking of the Company, cont'd.
  - 2.1.4 Liability of the Company, cont'd.
    - 13. (cont'd) to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, equipment, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
    - 14. With respect to Emergency Number 911 Service:
      - (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal presence, condition, location or use of any equipment and facilities furnishing this service.

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# SECTION 2 - Regulations, cont'd.

- 2.1 Undertaking of the Company, cont'd.
  - 2.1.4 Liability of the Company, cont'd.

14. cont'd.

- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
- 15. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

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# **SECTION 2 - Regulations, cont'd.**

# 2.1 Undertaking of the Company, cont'd.

# 2.1.4 Liability of the Company, cont'd.

- 16. In conjunction with a nonpublished telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 17. When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- 18. In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 19. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

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# **SECTION 2 - Regulations, cont'd.**

# 2.1 Undertaking of the Company, cont'd.

# 2.1.5 Notification of Service-Affecting Activities

The Company will attempt to provide the Customer reasonable notification of service activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. However, some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

# 2.1.6 Provision of Equipment and Facilities

- The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove and attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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# SECTION 2 - Regulations, cont'd.

# 2.1 Undertaking of the Company, cont'd.

# 2.1.6 Provision of Equipment and Facilities, cont'd.

- 3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 4. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer provided equipment; or
  - network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 5. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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# SECTION 2 - Regulations, cont'd.

# 2.1 Undertaking of the Company, cont'd.

#### 2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Standard installation service charges reflect service provided between Monday through Saturday, 8:00 a.m. - 5:00 p.m. for Residential Services, and Monday through Friday, 8:00 a.m. - 5:00 p.m. for Business Services, at current installation intervals and without work interruptions by the Customer. For Customer requests for expedited services that require installations on a date that is less than the normal offered interval, a 100% increase in applicable service charge shall apply, or if during a promotional period, the full non-discounted service charge would apply.

# 2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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# LOCAL EXCHANGE SERVICE

# SECTION 2 - Regulations, cont'd.

#### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- **2.2.2** The Company will require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and ACC regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

# 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

- 1. the payment of all applicable charges pursuant to this tariff;
- reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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# **SECTION 2 - Regulations, cont'd.**

# 2.3 Obligations of the Customer, cont'd.

## 2.3.1 General, cont'd.

The Customer shall be responsible for:

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- 4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic or other cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- 5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.3.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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# **LOCAL EXCHANGE SERVICE**

# **SECTION 2 - Regulations, cont'd.**

# 2.3 Obligations of the Customer, cont'd.

# 2.3.1 General, cont'd.

Issue Date: July 31, 2001

The Customer shall be responsible for:

(N)

(N)

(N)

- 7. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- 8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 9. Applicants for service will be required to provide their legal surname(s), middle name(s), and first name(s). The Company may verify this information. The application for service, whether written or verbal, will be considered complete when the applicant has provided at least one of the following valid forms of identification:
  - (a) Arizona Driver's License number;
  - (b) Arizona Identification Card number;
  - (c) Social Security Card number (SSN);
  - (d) INS Identification number;
  - (e) U.S. Passport number; or
  - (f) Other items of identification acceptable to the Company.

The Company may request the applicant to voluntarily provide the SSN for identification purposes. Refusal to provide the SSN will not result in denial in service. However, if another form of identification cannot be provided, the Company, at its option, may deny service.

The Company may request the applicant to visit a public office or other approved agency location for the purpose of completing a service application and/or to provide approved picture identification, as designated by the Company.

- 10. allowing the Company, or its agent, access to the property, with no notice, to remove Company facilities and/or equipment when customer has discontinued service.
- 11. providing the Company with written notification of any change in name, ownership or control.

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# SECTION 2 - Regulations, cont'd.

#### 2.3 Obligations of the Customer, cont'd.

#### 2.3.2 Claims

With respect to any service, equipment or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- 1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees: or
- 2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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# LOCAL EXCHANGE SERVICE

# **SECTION 2 - Regulations, cont'd.**

#### 2.4 **Customer Equipment and Channels**

#### 2.4. 1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

# 2.4.2 Station Equipment

The Customer is responsible for providing and maintaining any terminal 1. equipment on the Customer's (or authorized user's or joint user's) premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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#### LOCAL EXCHANGE SERVICE

## SECTION 2 - Regulations, cont'd.

# 2.4 Customer Equipment and Channels, cont'd.

# 2.4.2 Station Equipment, cont'd.

2. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

## 2.4.3 Interconnection of Facilities

- Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2. Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 3. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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#### LOCAL EXCHANGE SERVICE

# **SECTION 2 - Regulations, cont'd.**

#### 2.4 Customer Equipment and Channels, cont'd.

# 2.4.4 Inspections

- 1. Upon reasonable notification to the Customer, and at a reasonable time. the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- If the protective requirements for Customer-provided equipment are 2. not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within 7 days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to take such actions and provide such notice, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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#### LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations, cont'd.

# 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. Company reserves the right to bill Customer for unbilled charges up to one year from the billing period incurred. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

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1. Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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#### SECTION 2 - Regulations, cont'd.

# 2.5 Payment Arrangements

#### 2.5.1 Payment for Service, cont'd.

2. A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.' This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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<sup>&</sup>lt;sup>1</sup>Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

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#### LOCAL EXCHANGE SERVICE

**SECTION 2 - Regulations, cont'd.** 

# 2.5 Payment Arrangements, cont'd.

#### 2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- 1. All service, installation, monthly Recurring Charges and Non Recurring Charges are due and payable upon receipt.
- 2. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Charges based on measured or message usage will be included on the next invoice rendered following the end of the billing period in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- 3. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 4. Amounts not paid within 18 days after the date of invoice are considered past due. If the entire balance is not paid by the due date, a late payment charge of 1.5% per month will be assessed on the unpaid balance.
- **5. A** \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

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## SECTION 2 - Regulations, cont'd.

#### 2.5 Payment Arrangements, cont'd.

#### 2.5.3 Disputed Bills

- 1. The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Arizona Corporation Commission in accordance with the Commission's rules of procedure.
  - The date of the dispute shall be the date the Company receives sufficient a). documentation to enable it to investigate the dispute.
  - b) The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.
- 2. 900 or 700 Information Service Charge Disputes.

If a Customer disputes any 900 or 700-information service charge, the Customer may be entitled to a credit. The Customer must request this credit by calling or writing the Company within 30 days from receipt of the bill. Pending review, the Customer may withhold payment of the disputed amount and collection of those charges will be suspended.

The Customer may request blocking of 900 services. The Customer may be blocked from calling 900 calls for failure to pay legitimate 900 call charges and the information service provider may seek collection of these charges. Your basic service will not be disconnected for non-payment of 900 charges.

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#### LOCAL EXCHANGE SERVICE

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#### **SECTION 2 - Regulations, cont'd.**

#### 2.5 Payment Arrangements, cont'd.

#### 2.5.4 Advance Payments and Construction and Special Charges

#### 1. Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where construction or special charges are involved, the Advance Payment may also include an amount equal to the estimated charges for the construction or special charges and Recurring and Non-Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

# 2. Construction and Special Charges

#### 1 GENERAL

- A. Reasonable rates and charges involve consideration of costs and the degree of risk associated with furnishing telephone service. Certain situations involve substantial extra cost or risk, e.g., the facilities required will be temporary; facilities are ordered in advance of actual customer demand for service; unusual costs are involved in furnishing the service or facilities; exchange service is ordered for areas where the telephone facilities are not available.
- B. The provision of telephone service may require the payment of a construction, facility or temporary development charge by the customer ordering telephone service or requesting facilities. This charge is in addition to the regular rates, nonrecurring and installation charges applicable for the exchange service provided. The Company may, at its discretion, modify requirements and charges pertaining to supporting structures which include, but are not limited to, pipes, conduits, poles, trenches, and backboards for the placement of telephone facilities in housing developments, commercial properties and business developments where an alternative facilities based service provider is available.

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# **SECTION 2 - Regulations, cont'd.**

# 2.5 Payment Arrangements, cont'd.

# 2.5.4 Advance Payments and Construction and Special Charges, cont'd

(N)

#### 2. Construction and Special Charges

- C. Special Construction is required when a customer requests service and one or more of the following conditions exist:
  - The facilities to provide services are not available and, at the request of the customer, the Company constructs facilities to provide the services for the customer and there is no other requirement for the facilities so constructed.
  - 2. At the request of the customer, the Company constructs facilities of a type other than that which they would normally furnish in order to provide services for the customer.
  - 3. In order to comply with requirements specified by the customer, construction by the Company involves a routing of facilities other than that which they would normally utilize to provide services for the customer.
  - 4. At the request of the customer, the Company constructs a greater quantity of facilities than that which they would otherwise construct in order to fulfill the customer's initial requirements for services.
  - 5. The facilities to provide services are not available and, at the request of the customer, the Company expedites construction of the facilities at greater expense than would otherwise be incurred.
  - The facilities to provide services are not available and, at the request of the customer, the Company constructs temporary facilities to provide services for the period during which the permanent facilities are under construction.

(N)

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# SECTION 2 - Regulations, cont'd.

# 2.5 Payment Arrangements, cont'd.

# 2.5.4 Advance Payments and Construction and Special Charges, cont'd

# 2. Construction and Special Charges, cont'd

- D. Applicants requesting service at locations that have been served previously by Company will not be assessed construction charges. Construction charges will be associated with the premises for which they were established rather than the customer, Credit for construction charges will not be transferred from one premises to another.
- E. The Company shall not be required to provide facilities, at the request of a developer, within new areas of land unless an agreement is reached and a contract is signed.
- F. Payments for charges under this Section shall be paid at the time agreement is made between the applicant and the Company for construction or special charges necessary to provide exchange service.
- G. With approval of the Company, arrangements may be made for the payment of construction or special charges in monthly installments spread over a reasonable period, generally not to exceed one year. All unpaid installments become due upon termination of service.
- H. The ownership of any pole line, circuit or other facilities provided wholly or in part at the expense of an applicant under this Tariff shall at all times be vested exclusively in the Company or another company with which the Company has a joint agreement.
- Except as otherwise provided herein, the terms and conditions in this Tariff contemplate that the type of construction required to provide the quantity and grade of telephone service involved will be determined by the Company. The customer will be required to pay the added costs involved when different type of construction than that proposed by the Company is desired.
- J. Where applicants are so located that it is necessary or desirable to use private and/or government right-of-way to furnish service, such applicants may be required to provide or pay the cost of providing such right-of-way in addition to any applicable charges.

(N)

(N)

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#### SECTION 2 - Regulations, cont'd.

- 2.5 Payment Arrangements, cont'd.
  - 2.5.4 Advance Payments and Construction and Special Charges, cont'd

(N)

- 2. Construction and Special Charges, cont'd
  - 2 SPECIAL SERVICE ARRANGEMENTS
    - 2.1 SPECIAL ASSEMBLIES, FACILITIES AND FINSHES OF EQUIPMENT

Rates and charges in connection with special assemblies, special facilities and special finishes of equipment will be based on the costs involved in each individual case.

- 3 OTHER CONSTRUCTION OR CONDITIONS
  - A. Special Types of Construction
  - 1. Where a special type of construction is desired by a customer, such as where underground construction is requested in locations where aerial construction would be regularly used, or where conditions imposed by the customer involved excessive costs, or where underground construction is legally required by ordinance, covenant, tract restriction or otherwise, the customer or customers served by such facilities or the tract developer shall be required to pay the difference between the cost of the underground or other special type of construction and the average cost of construction normally used by the Company.
  - 2. Where existing aerial facilities are requested to be relocated underground in an area where the Company would not, except for such request, relocate its facilities underground, the Company may charge the cost of such relocation of the persons requesting the relocation of such facilities.

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#### LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations, cont'd.

- 2.5 Payment Arrangements, cont'd.
  - 2.5.4 Advance Payments and Construction and Special Charges, cont'd

(N)

- 2. Construction and Special Charges, cont'd
- 3 OTHER CONSTRUCTION OR CONDITIONS
  - B. Temporary Construction

Where temporary construction is necessary to provide service, the applicant will be required to pay a construction charge equal to the estimated net cost of installing and removing the temporary construction.

- C. Construction Under Unusual Conditions
  - 1 Construction required to provide service on a seasonal basis, or to provide foreign exchange service may be subject to construction charges provided for herein.
  - 2 Additional construction charges in these instances are billed in even multiples of \$1.00; any fraction of \$1.00 is disregarded.
  - 3. Special construction charges will be applicable where, at the request of the customer, the Company constructs a greater quantity of facilities than that which the Company would otherwise construct or normally utilize.

(N)

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#### SECTION 2 - Regulations, cont'd.

# 2.5 Payment Arrangements, cont'd.

#### 2.5.5 Deposits

- 1. Applicants for service or existing Customers who cannot establish a satisfactory credit standing with the Company may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - (a) two month's charges or two month's average billing for Residential Services or facility; or
- (D/T) (D/T)

(T) (D)

- (b) two and one-half month's charges or two and one-half month's average billing for a Business Service or facility; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- **2.** A residential applicant shall not be required to pay a deposit:
  - (a) When the Company, at its discretion, verifies that an applicant had previous service with Cox or a Cox Affiliated Company and the applicant has maintained satisfactory credit, the applicant would obtain service without a deposit or;

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#### **SECTION 2 - Regulations, cont'd.**

# 2.5 Payment Arrangements, cont'd.

#### 2.5.5 Deposits, cont'd.

- (b) When the Company, at its discretion, verifies that an applicant had previous service with any telecommunications service provider in the State of Arizona for the same type of service within the last two years and the Company also verifies through regional and/or national data exchanges that the applicant's payment record was satisfactory, applicant would obtain service without a deposit. the applicant had been delinquent in the payment of a telecommunications service provider account on more than two (2) occasions, presented a dishonored check for payment of a telecommunications service account or had service disconnected due to nonpayment as reported in the regional and/or national data exchanges within the past 12 months, the Company may require a deposit prior to delivery of telephone service; or
- (c) When the Company, at its discretion, verifies satisfactory credit information derived from a national credit bureau agency(s), the Company will not require a deposit or if applicant provides pertinent information to their credit standing in the form of one of the following:
  - 1.) By providing a written guarantee, acceptable to Cox,
  - 2.) By providing a cosigner or guarantor, acceptable to Cox.
- 3. The amount of the deposit for residential customers shall not exceed an amount equal to two (2) months local exchange charges and/or two (2) months toll charges determined by actual or anticipated usage.

(D) (D)

4. When a residential customer's deposit exceeds \$40, the customer may arrange to make the payment over three billing periods. However, the Company may allow a residential customer to extend the payments of any required deposit over a longer period of time to avoid undue hardship.

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SECTION 2 - Regulations, cont'd.

## 2.5 Payment Arrangements, cont'd.

## 2.5.5 Deposits, cont'd.

5. A current end-user may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) out of the last twelve (12) billing periods or if the end-user has had service disconnected during the last twelve (12) months or has presented a check to Cox that was subsequently dishonored.

Interest on cash deposits shall be paid by Cox at no less than the rate calculated as follows:

For all Customer deposits kept longer than 90 days, the interest rate shall be established the 1st day of January of each year to equal the average of the weekly percent annual yields of one (1) year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the **nearest** basis point. Such interest shall be calculated to December 1 of each year, and the payment shall be made by credit to customers' account on the December billing or at the request of the customer, the payment shall be made directly to the customer.

- 6. If a refund of the deposit is made within ninety (90) days of receipt of the deposit, no interest payment shall be *made*. If Cox retains the deposit more than ninety (90) days, payment of interest shall be made retroactive to the date of deposit. No interest shall accrue on a deposit after discontinuance of service. Cox will provide payment of accrued interest for all end-users annually by negotiable instrument or by credit against current billing.
- 7. The deposit **shall** cease to draw interest on the date **it** is returned or credited to the end-user's account.
- 8. In determining the amount of any deposit, no charges for estimated telephone directory advertising will be used.

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SECTION 2 - Regulations, cont'd.

- 2.5 Payment Arrangements, cont'd.
- 2.5.5 Deposits, cont'd.
  - 9. The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the customer within thirty (30) days after settlement of the consumer's account, either in person or by mailing it to the end-user's last known address.
  - 10. If service is not connected, or after disconnection of service, Cox shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the area of Cox shall not be deemed a disconnection within the meaning of this rule, and no additional deposit may be required unless otherwise permitted by these rules.
  - 11. Cox shall automatically refund or credit the deposit for residential (T) service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check that is subsequently dishonored. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with subsection 5 & 6 of this Section.
  - 12. Cox shall automatically refund or credit the deposit for business (T) service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check that is subsequently dishonored.

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# SECTION 2 - Regulations, cont'd.

#### 2.5 Payment Arrangements, cont'd.

# 2,5,5 Deposits, cont'd.

Cox may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit. If the Customer does not meet these refund criteria, the deposit and interest may be retained in accordance with subsections 5 & 6 of this section.

- 13. Cox will keep records to show:
  - (a) The name, account number, and address of each depositor.
  - (b) The amount and date of the deposit.
  - (c) Each transaction concerning the deposit.
- 14. Cox will issue a receipt of deposit to each applicant from whom deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.
- 15. Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied.
- 16. Upon the sale or transfer of Cox or operating units thereof, the seller shall file, with the application of transfer, a verified list of the information in subsection (n) of this Section, and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the Commission after notice and hearing.
- 17. The deposit made by the end-user with Cox at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.

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# SECTION 2 - Regulations, cont'd.

# 2.5 Payment Arrangements, cant'd.

#### 2.5.6 Discontinuance of Service

- Cox may refuse service or terminate existing service to an end-user without notice for tampering with Cox's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of Cox or endusers.
- 2. Cox may refuse service or terminate existing service to a customer pursuant to the disconnect procedure provided below for any of the following reasons:
  - (a) Nonpayment of a bill within the period prescribed by these tariffs.

(T)

- (b) Failure to make a security deposit as set forth in these tariffs.
- (c) Violation of or noncompliance with any provision of law.
- (d) Refusal to permit Cox reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
- (e) Interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's terms and conditions of service on file with and approved by the Commission.
- (f) Use in such manner as to interfere with service to other customers.
- (g) Impersonation of another with fraudulent intent.
- (h) Use of service or facilities for a call or calls, anonymous in a manner reasonably expected to frighten, abuse, torment, or harass another.
- (i) Any other violation of the Company's regulations.
- 3. Cox will provide documentation to the Customer upon request, indicating the reason(s) that service is being withheld.

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#### **SECTION 2 - Regulations, cont'd.**

# 2.5 Payment Arrangements, cont'd.

#### 2.5.6 Discontinuance of Service, cont'd.

- 4. Upon a customer's request to terminate local exchange service, Cox will inform such customer of the customer's responsibility to contact the customer's IXC regarding continuance or termination of such service from the IXC.
- 5. Cox shall not be required to provide service to an applicant or customer who has not paid for prior telephone service rendered by another telecommunications service provider in the same or different location, and furnished to the same person or legal entity.
- 6. Cox shall not be required to furnish or continue furnishing service when applied for in the name of another person or legal entity, or a fictitious name or other member of the same household, for the purpose of avoiding payment of an unpaid obligation for telephone service previously furnished.
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- (D)
- (D)
- (D)
- 7. Cox will extend a payment arrangement to an applicant for a prior bill, unless the applicant has not fulfilled prior payment arrangements within the past twelve (12) months.
- 8. Cox will not refuse service or disconnect existing service by reason of nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. Cox will not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due to Cox.
- 9. Residential service cannot be disconnected for failure to pay a bill for a (T) business service.

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#### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

# 2.5 Payment Arrangements, cont'd.

#### 2.5.6 Discontinuance of Service, cont'd.

- 10. Service may not be withheld from a customer whose name was (T) fraudulently used to obtain service at another location without the customer's permission or knowledge.
- 11. Service will not be discontinued to a current customer in good standing (T) who accepts an additional household member owing a previous bill to Cox, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.
- 12. Cox will not provide billing and collection for any provider of intrastate (T) telecommunications services who does not have proper authority to operate in the State of Arizona.
- 13. Cox may require each customer whose service has been suspended for nonpayment of bills, to pay all amounts due for regulated services or execute a deferred payment agreement, if offered before service is restored.
- 14. If there is an unresolved dispute pending with the Commission (T) concerning a bill and the customer pays the undisputed portion of that bill, disconnection procedures shall be held in abeyance until the dispute is resolved.
- 15. Service to a customer may be disconnected for any reason which by these tariffs requires notice, other than nonpayment for service or failure to make a security deposit, only upon order of the Commission, upon application and after notice and hearing. For good cause shown, the Commission may order disconnection of service pending hearing, with or without notice to the customer.

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#### SECTION 2 - Regulations, cont'd.

- 2.5 Payment Arrangements, cont'd.
  - 2.5.6 Discontinuance of Service, cont'd.
    - 16. Telephone Calls with Intent to Annoy:

addressed or any family member.

- A. The Company may discontinue service to any Customer, who with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such person any threat to inflict injury to the person or property of the person
- B. The Company may discontinue service of any Customer, who with intent to annoy, repeatedly telephones another without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call.
- C. The Company may, at its discretion, terminate service to any Customer who establishes a pattern of behavior with respect to the services provided by the Company that is intended to vex, harass or annoy the Company, its employees, agents or other Users of the Publicly Switched Telephone Network. A pattern of behavior is intended to vex, harass or annoy if it disturbs, irritates or interrupts the Company's operations through continued and repeated acts, or disturbs, irritates, or interrupts Users of the Public Switched Telephone Network through continued and repeated acts.

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#### LOCAL EXCHANGE SERVICE

# SECTION 2 - Regulations, cont'd.

# 2.5 Payment Arrangements, cont'd.

#### 2.5.6 Discontinuance of Service, cont'd.

- 16. Telephone Calls with Intent to Annoy: (cont'd)
  - D. Prior to disconnection of service for calls describe3 in parts A. and B. above, the Company will make reasonable effort to persuade the Customer placing such calls to cease all such activity. If such activity persists, the Company may, at its option, disconnect service. Prior to disconnection of service for calls described in part C. above, the Company may, at its option, refuse to transact business with the Customer except by written communication. If the Customer continues to engage in conduct set forth in section C above, the Company may, at its option, immediately discontinue service.
  - **E.** For the purpose of this section 2.5.6, telephone calls shall includes Customer's usage of facsimile, paging or any other communication devices to access the service provided by the Company.
  - F. Company may disconnect service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

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#### **LOCAL EXCHANGE SERVICE**

# SECTION 2 - Regulations, cont'd.

#### 2.6 Allowances for Interruptions of Service

2.6.1 <u>Credit for interruntions</u>: Unless otherwise specified, when the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the Monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the Monthly Recurring Charges specified herein for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

The Company may provide products or services up to a \$25 value as a gesture of goodwill whenever the Company deems it appropriate to compensate a Residential Customer for Customer's inconvenience.

In the first 12 months after installation, if a Residential Customer is not completely satisfied with Cox Telephone Service, the Company will refund the first month's Monthly Recurring Charges on the Primary Line, excluding local toll and long distance charges. Additionally, Company offers an On Time Guarantee to its Customers that guarantees if a Cox technician or agent does not arrive within the prearranged four hour service window for an installation or service call. Company will credit the Customer's account \$20.00 on the next bill cycle.

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#### SECTION 2 - Regulations, cont'd.

#### 2.6 Allowances for Interruptions of Service, cont'd.

#### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- 1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company:
- 2. interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 3. interruptions due to the failure or malfunction of non-Company equipment;
- interruptions of service during any period in which the Company is not 4. given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions,
- interruptions of service during a period in which the Customer continues 5. to use the service on an impaired basis;
- 6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 7. interruption of service due to circumstances or causes beyond the control of the Company.

## 2.6.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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# SECTION 2 - Regulations, cont'd.

#### 2.7 **Cancellation of Service**

#### 2.7.1 Cancellation of Application for Service

- 1. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any activity requiring payment of construction or special charges, no charges will be imposed except for those specified below.
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- 2. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- **3.** The special charges described in 2.7.1.1 and 2,7.1.2 will be calculated and applied on a case-by-case basis.

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#### SECTION 2 - Regulations, cont'd.

#### 2.7 Cancellation of Service, cont'd.

#### 2.7.2 Cancellation Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

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1. all Non-Recurring Charges expended or waived by Company to establish service to Customer, plus

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any disconnection, early cancellation or termination charges incurred and paid to third parties by Company on behalf of Customer, plus

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3. all Monthly Recurring Charges specified in the applicable contract, agreement or tariff for the balance of the remaining term.

# 2.8 Transfer and Assignments

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Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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# **SECTION 2 - Regulations, cont'd.**

#### 2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs.

#### 2.10 Toll Service

- 1. If a residential Customer in any single month, accrues toll charges in excess of twice the average monthly toll charges of the Company's Customers in the same class of service or twice the actual monthly average of the individual Customer's charges, the Company will review the Customer's previous billing and payment history. If such review indicates that it is unlikely the Customer shall be able to pay such bill, the Company may contact the Customer to make inquiries concerning the abnormal usage. If the explanation is not satisfactory, the Company may require a security and/or payment of charges on the account to continue service. The Company may terminate service provided the Customer is given 48 hours advanced notice and the Customer makes no further attempt to secure and or pay the account in order to continue service. The 48-hour notification rule shall be waived and service will be terminated immediately in those situations where intentional Customer abuse of toll usage is evident.
- 2. If a Customer exceeds the average monthly toll charges of Company Customers in the same class of service and has exhibited a previous inability to pay such charges, the Company may impose toll control, where technically feasible, or a toll cap of \$100.00.

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#### **SECTION 3 - Service Descriptions**

#### 3.1 **Local Exchange Service**

The Company's local telephone service provides a Customer with the ability to connect to the Company's switching network via a voice grade communications channel, and which provides the Customer:

- the ability to place or receive calls to any calling Station in the local calling area, as defined herein:
- access to 911 Emergency Service, or enhanced 911 Emergency Service, where (T) available
- access to the interexchange carrier selected by the Customer for intraLATA (T) intrastate, interLATA intrastate, interstate or international calling; (T) access to Operator Services:
- access to Directory Assistance for the local calling area:
- the ability to place or receive calls to 800/888 telephone numbers;
- access to Telephone Relay Service.
- privacy protection (e.g. per call blocking);
- touch tone;
- a white pages directory listing.

The following local exchange access services are offered by Cox:

Basic Residential Service (Local Line) Basic Business Service (Local Business Line) Home Office Service (a flat rated business service in a residence location) Cox Connect Trunk Services (T) (D)

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#### **LOCAL EXCHANGE SERVICE**

#### **SECTION 3 - Service Descriptions**

#### 3.1 Local Exchange Service

#### 1. Service Areas/Calling Area

Where facilities are available, exchange and local service area is defined by the service area map on page 9, Application of Tariff.

#### 1.1 Local Calling Areas

The Company's Phoenix and Tucson local calling area shall match the local calling area of Qwest as defined by Qwest Corporation Exchange and Network Services Price Cap Tariff, Section 5.1. and of any other ILEC as defined in tariffs on file with the ACC. If Cox is providing service in an area where a local calling area is not currently defined in ILEC tariffs, Cox will establish an appropriate local calling area that may include areas adjacent to ILEC local calling areas or to Cox's current local calling area.

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#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

# 1. Basic/Custom Calling Features

(T)

(T)

(T)

Basic/Custom Calling Features are optional central office services furnished to individual line business and residence customers. Basic/Custom Calling Features are available where facilities and operating conditions permit.

# (a.1) FEATURE DESCRIPTIONS -- BASIC (T)

<u>Call Forwarding</u>: Allows a Subscriber to program his or her telephone so that incoming calls are forwarded to another number.

<u>Seeed Calling - 8</u>: Allows a Subscriber to preprogram up to eight telephone numbers, and then access these numbers with the simple touch of one digit on his or her telephone set.

Three Wav Calling: Allows a Subscriber to conference in a third person to an existing call so all three people can speak together in the same conversation.

<u>Call Return</u>: Allows the Subscriber to make an outgoing call to the last number that called the subscriber.

(M)

(M)

<u>Line Number Block (per line block)</u>: Allows the party placing an outgoing call to have his or her line always blocked from having his or her number sent.

<u>Call Number Block (per call block)</u>: Allows the party placing an outgoing call to have his or her call blocked from having his or her number sent.

(M) Material moved to page 59.0.1.

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#### LOCAL EXCHANGE SERVICE

**SECTION 3 - Service Descriptions**, cont'd.

3.1 Local Exchange Service, cont'd.

# 3.1.2.1.(a.1) FEATURE DESCRIPTIONS -- BASIC

(T)

**Repeat Dialing:** Allows a subscriber to continually redial the last number he or she originates, despite whether the call was completed or not.

<u>Selective Call Acceptance</u>: Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers are accepted. All other calls are forwarded to an announcement.

**Selective Call Forwarding:** Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers may be forwarded to another number instead of being completed at the subscriber's telephone number. All other calls are completed as usual.

<u>Selective Call Rejection</u>: Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers are forwarded to an announcement. All other calls are accepted.

<u>Anonymous Call Rejection</u>: Allows the subscriber to reject incoming calls from callers that intentionally block their caller identification information.

<u>Priority Rinaing</u>: Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers ring in a distinctive sequence.

<u>Call Forwardins Busv</u>: Forwards all incoming calls to a customer defined alternate number when the customer's line is off hook.

<u>Call Forwardina No Answer</u>: Forwards all incoming calls to a customer defined alternate number after a user defined number of rings.

<u>Call Forwarding Remote Access</u>: Allows the customer to edit, activate or deactivate Call Forwarding features remotely.

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**SECTION 3 - Service Descriptions, cont'd.** 

#### 3.1 Local Exchange Service, cont'd.

# 3.1.2.1(a.1) FEATURE DESCRIPTIONS -- BASIC

(T) (N/D)

<u>Auto Ring-Down Service:</u> Allows a caller to be automatically connected to a pre-programmed telephone number, once the caller goes off-hook.

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<u>Distinctive Ring</u><sup>e</sup>: Allows more than one directory number to terminate on a telephone line and telephone set. Each directory number has a distinctive ringing sequence.

(D)

Lona Distance Alert: This feature helps increase the completion of toll calls by providing a distinctive call waiting tone (if the line is off-hook) or a distinctive ringing cadence (if the line is on-hook) that alerts the subscriber to an incoming long distance call.

**Speed Calling - 30:** Allows a Business Customer to preprogram up to thirty telephone numbers, and then access these numbers with the simple touch of one or two digits on the telephone set.

(M) Material relocated to page 59.0.1.

<sup>9</sup> Where facilities and operating conditions permit.

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SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

#### 3.1.2.1(a.1) FEATURE DESCRIPTIONS -- BASIC

(T)

**<u>Six Wav Calling</u>**: Allows a subscriber to conference in four other parties to an existing call so all six parties can speak together in the same conversation.

**Busy Line Redial:** Allows a Customer to automatically re-originate a call to the last dialed TN without having to redial the TN. After activation, if the TN is busy, the Customer does not hear the usual busy signal, but is notified and instructed by an announcement, after which automatic processing of the call continues for up to 30 minutes or until TN is idle. When both lines are idle, the calling party hears a special ring. When the calling party picks up the set, the called party's line rings.

#### 3.1.2.1(a.2) FEATURE DESCRIPTIONS -- CUSTOM

(N)

<u>Caller I D (Caller Name and Number Delivery)</u>: Allows the called party to see the name and telephone number of the calling party.

<u>Call Waiting</u>: The subscriber, already involved in a call, receives a tone that another incoming call is waiting to be answered. The called party, hearing the call-waiting tone during the existing conversation, can choose to flash the hookswitch and connect to the incoming call. This feature includes Cancel Call Waiting which allows the subscriber to enter a code that disables the Call Waiting feature so that he or she will not hear a tone during a conversation with another party.

<u>Call Waiting ID</u>: Allows a Customer who is engaged in a conversation and receives an incoming call hears a special call waiting tone and is provided a visual display of the calling party's name and or number. The feature combines and enhances Caller ID and Call Waiting.

<u>Privacy Control:</u> Unidentified callers are intercepted and asked to identify themselves or enter a personal identification number (PIN). If a correct PIN is entered, the call is immediately connected to the called party. If no PIN is entered, the calling party's recorded name is provided to the called party. The called party can then (1) accept the call, (2) forward the call to voice mail, or (3) send the caller to a recorded announcement.

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SECTION 3 - Service Descriptions, cont'd.

3.2 Local Exchange Service, cont'd.

#### 3.1.2.1(a.2) FEATURE DESCRIPTIONS -- Miscellaneous

(N)

Customer Originated Call Trace: Allows a Subscriber to initiate a (M) trace on an incoming "nuisance" call. (M)

(M<sub>1</sub>)

(M1)

Remote Call Forwardina (RCF): Allows the Customer to rent a directory number (RCF base number) in a remote location. Calls placed to this number are automatically forwarded via the Company's network to the Customer's principal number. Toll calls will be carried using the Cox network. RCF is provided on the condition that the customer subscribe to sufficient RCF features and facilities to adequately handle calls to the RCF Customer without interfering with or impairing any services offered by Cox (or "the Company). If additional RCF features at the call forwarding location or facilities at the terminating telephone are needed, the Customer will be required to subscribe for additional RCF features and facilities.

(M) Material relocated from page 56. (M1) Material relocated from page 58.

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#### **SECTION 3 - Service Descriptions, cont'd.**

# 3.1.2 Local Exchange Service, cont'd.

(T)

#### 3.1.2.1(b) Calling Feature Packages

(T)

#### **RESIDENTIAL:**

(T)

**Solution Packaae:** Provides the subscriber with the following features:

Call Forwarding, Call Waiting, Speed Calling - 8, Three-Way Calling, Call Return, Busy Line Redial, Selective Call Acceptance, Selective Call Forwarding, Selective Call Rejection, Call Forwarding Busy, Call Forwarding No Answer, Call Waiting ID, Caller ID, Priority Ringing, and Long Distance Alert.

(D)

Active Lifestyle Package: Provides a residential Customer with the following features: Call Forwarding, 3 Way Calling, Call Waiting, Speed Calling, Busy Line Redial.

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<u>Control Plus Packaae:</u> Provides a residential Customer with the following features: Call Waiting ID, Call Return, Priority Ringing, and Long Distance Alert.

#### **BUSINESS:**

(T)

<u>Business Solution Packase</u>: Provides the subscriber with the following features:

Call Forwarding, Call Waiting, Speed Calling - 8, Three-Way Calling, Call Return, Busy Line Redial, Selective Call Acceptance, Selective Call Forwarding, Selective Call Rejection, Call Forwarding Busy, Call Forwarding No Answer, Call Waiting ID, Caller ID, Priority Ringing, and Long Distance Alert.

(T)

**Business Value Packaae:** Provides **a** business Customer with the following features: Call Forwarding, 3 Way Calling, Call Waiting, Speed Calling 30, Busy Line Redial.

<u>Business ID Package:</u> Provides **a** business Customer with the following features: Caller ID, Call Forwarding, 3 Way Calling, Call Waiting, Speed Calling 30, Busy Line Redial.

(M) Material formerly located on this page has been moved to Obsolete Services, page 138.

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# SECTION 3 - Service Descriptions, cont'd.

#### 3.1.2 Local Exchange Service, cont'd.

#### 2. Local Line, Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges (NRCs), monthly Recurring Charges as specified in Sections 3.1.2.2.(a) and 3.1.2.2.(b) (T) respectively.

(a)	Non-Recurring Charge	Resider	<u>ntial</u>	<u>Busin</u>	<u>ess</u>	Home C	<u>Office</u>	(T)
	Line Connection charge <sup>■</sup> per line	Current	Max	current <sup>P</sup> \$45.00	<u>Max</u> \$50.00	Current \$45.00	<u>Max</u> \$50.00	(N) (R)
	Lines 1-4°	\$24.95	\$40.00					
	Lines 5-8	\$75.00	\$80.00					
	FastConnect $^\Phi$	\$ 9.95	\$40.00					
	Transfer of service <sup>A</sup>	\$19.95	\$40.00					
	Premium Service Connect <sup>Ψ</sup>	\$00.00	\$40.00					
	Seasonal Service	\$10.00	\$15.00	\$25.00	\$25.00			(M)
	Account Changes (per number after initial per billing record change	\$10.00	\$10.00	\$20.00	\$20.00	\$20.00	\$20.00	(T)
	PIC-2 Change (per line - initial set-up) after initial set-up*	\$5.00	N/C \$5.00	\$5.00	N/C \$5.00	\$5.00	N/C \$5.00	(T) (D)
	Line Restoral Charge (per line)	\$ 0.00	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00	(T)

<sup>\*</sup> Waive PIC change charge if Cox Long Distance is selected.

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(N)

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<sup>(</sup>M) Material relocated from page 107.

<sup>&</sup>lt;sup>1</sup> A reduced charge of one-half the non-recurring rate is available for the initial connection of service for those eligible under Link Up America Assistance Plan. (See Section 6.1)

<sup>&</sup>lt;sup>β</sup> New Business Customers, who sign a three or five year contract and change their business line service to Cox from another carrier by porting their numbers to Cox will pay only \$90 for up to 10 lines. After 10 lines, normal non-recurring rates apply.

<sup>&</sup>lt;sup>3</sup> Line connection charge for the initial establishment of service includes connection of up to four lines per account. Each line thereafter will be charged the current rate as set forth above.

<sup>&</sup>lt;sup>Φ</sup> FastConnect is an optional Line Connection service offered in situations where the customer need not be at home to complete the service installation.

<sup>&</sup>lt;sup>△</sup> Transfer of Service is a relocation of service within the Cox service area.

Ψ Premium Service install is offered to customers that subscribe to an access line, the Solutions Package and an optional LD call plan with an associated monthly recurring charge.

SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.2.2 Local Line, Rates and Charges, cont'd.
    - (b) Monthly Recurring Charges

#### Residential Rates:

Local Access Line Flat-Rate Service	Current Rate	Maximum Rate	
Standard Service	\$13.00	\$13.00	
Additional lines	\$13.00	\$13.00	(T)
Combination Service	\$11.75	\$11.75	(T)
Second line	\$8.50	\$13.00	(T)
Additional lines	\$11.75	\$11.75	T)
Seasonal service <sup>P</sup>	\$8.50	\$10.00	(M)

#### **Business Rates:**

Local Access Line Flat-Rate Service	Business	Max Rate	<b>Home</b> Office	<b>Max</b> Rate
Per Business Line				
Month-to-Month	\$30.00	\$30.00	\$30.00	\$30.00
1 Year <sup>Ψ</sup>	\$28.00	\$30.00	\$28.00	\$30.00
2-Year <sup>Ψ</sup>	\$28.00	\$30.00	\$28.00	\$30.00
3-Year <sup>Ψ</sup>	\$28.00	\$30.00	\$28.00	\$30.00
5-Year <sup>Ψ</sup>	\$26.00	\$30.00	\$26.00	\$30.00
Local Access Line Measured-Rate				
Measured Service	\$15.00	\$15.00	N/A	N/A
Per Minute	\$0.10	\$0.10	N/A	N/A
Seasonal Service	\$20.00	\$20.00	N/A	N/A

(M) Material moved form page 107.

 $^{\beta}$  For description of Seasonal Service, see Section 7.2, page 106.

\*Hunting is not offered with Call Waiting, Call Forward-Busy or Call Forward-No Answer.

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All term contracts will include, at no additional charge for the duration of the contract, three standard features: Call Forwarding, Call Waiting, and Caller ID, or a choice of the following features: Call Forwarding, Call Waiting, Call Forward-Busy, Call Forward-No Answer, 3-Way Calling, Call Transfer, Seeed Call 30. Hunting\*. Offer not available on month-to-month service.

SECTION 3 - Service Descriptions, cont'd.

## 3.1 Local Exchange Service, cont'd.

#### 3.1.2.2 Local Line, Rates and Charges, cont'd

(c.1) Residential Calling Features (per-line equipped)	Monthly Rate	Monthly Max Rate	Per Use <sup>2</sup>	NRC¥	(T)
Basic Calling Features					(T)
Anonymous Call Rejection*	Free	\$0.00		N/C	
Busy Line Redial*	2.00	2.75	0.75	10.00	
Call Forwarding*	2.00	2.75		10.00	
Call Forwarding - Busy*	2.00	2.75		10.00	
Call Forwarding - Don't Answer*	2.00	2.75		10.00	
Call Forwarding - Remote Access	2.00	2.75		10.00	
					(D)
Call Return*	2.00	2.75	0.75	10.00	
Distinctive Ringing	2.00	2.75		10.00	·
Long Distance Alert*	2.00	2.75		10.00	<u> </u>
Priority Ring*	2.00	2.75		10.00	
Selective Call Acceptance*	2.00	2.75		10.00	
Selective Call Forwarding*	2.00	2.75		10.00	
Selective Call Rejection*	2.00	2.75		10.00	
Speed Calling - 8*	2.00	2.75		10.00	
Three-Way Calling*	2.00	2.75	0.75	10.00	
Toll Restriction*	2.00	2.75		N/C	(T/R)
Custom Calling Features					(T)
Caller ID*	5.95	5.95		10.00	
Call Waiting*	4.95	4.95		10.00	
Call Waiting ID*	9.00	9.00		10.00	
Privacy Control	3.95	4.00		10.00	
Feature Packages					(T)
Active Lifestyle Package	6.95	6.95		10.00	(1.4)
Control Plus Package	10.95	10.95		10.00	(M)
Solution Package	14.95	14.95		10.00	
Miscellaneous Features		<u> </u>			(T)
Remote Call Forwarding	17.00	17.00		30.00	(T)
Call Trace - per use	N/A	N/A	2.75	N/C	
Odii 11dee pei use	14/7	13/7	4.13	IV/C	

(M) Material moved to Obsolete Services, page 138.

For a description of Toll Restriction, see section 7.1, page 110.

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<sup>&</sup>lt;sup>2</sup> Per Use charges will not exceed the charges for seven uses per billing period.

Ye Only one Non-Recurring charge will apply when a Customer purchases more than one feature in a single order, For Calling Features connected during initial service installation, the Non-Recurring Charge will be waived.

<sup>\*</sup> Denotes features included with the Solution Package.

#### LOCAL EXCHANGE SERVICE

**SECTION 3 - Service Descriptions**, cont'd.

- 3.1.2 Local Exchange Service, cont'd.
  - 2. Local Line, Rates and Charges, cont'd
  - **C.2 Connection Packages**

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(T)

### 1. Cox Connection-60<sup>(sm)</sup> Packaae<sup>t</sup>

Where facilities and operating conditions permit, the Connection Packages will be offered to Residential Customers. The Cox Connection-60 Package is a bundled package of direct-dial local and long distance telephone services. The package includes a local access line, the Solution feature package, 60 minutes of long distance service, and the U.S. Saving Plan. The eligibility condition of the U.S. Saving Plan requires that the Customer select Cox long distance for both PIC and LPIC elections. The following services are included in the package.

- 1. One (1) Local Access Line,
- 2. Solutions feature package,
- 3. 60 minutes of long distance service, and
- 4. U.S. Savings Plan, seven cents per minute long distance calling plan.

Monthly Recurring Charge: \$29.95

Non-Recurring charge\*

### 2. Cox Connection-90<sup>(sm)</sup> Package<sup>†</sup>:

Where facilities and operating conditions permit, the Connection Packages will be offered to Residential Customers. The Cox Connection-90 Package is a bundled package of direct-dial local and long distance telephone services. The package includes: a Primary and a Non-Primary local access line, the Solutions feature package on the Primary line, ninety (90) minutes of long distance service on the Primary line, and the U.S. Saving Plan on both access lines. The eligibility condition of the U.S. Saving Plan requires that the Customer select Cox long distance for both PIC and LPIC elections. The following services are included in the package.

- 1. One (1) Primary Local Access Line with the Solution feature package,
- 2. One (1) Non-Primary Local Access Line,
- 3. Ninety (90) minutes of long distance service on the Primary Line, and
- 4. The U.S. Savings Plan on both access lines. Toll calls will be billed at 7 cents/min.

Monthly Recurring Charge: \$39.95

Non-Recurring Charge\*

(M)

(M) Material relocated from page 116.

<sup>†</sup> Service is limited to one (1) Connection Package per account.

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<sup>\*</sup> Non-Recurring Line Connection Charges as specified in Section 3.1.2.2(a) apply for initial service establishment, additional lines and transfers of service. Non-Recurring Account Change Charges as specified in Section 3.1.2.2(a) apply to Customers upgrading to Connection-60 or Connection-90 Packages on existing Local Access Lines.

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#### LOCAL EXCHANGE SERVICE

URIGINAL

SECTION 3 - Service Descriptions, cont'd.

- 3.1.2 Local Exchange Service, cont'd.
  - 2. Local Line, Rates and Charges, cont'd
  - C.2 Connection Packages, cont'd.

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3. Cox Unlimited Connection (sm) Package

#### General

Where facilities exist and operating conditions permit, the Cox Unlimited Connection<sup>(sm)</sup> Package will be offered to Residential Customers. The Cox Unlimited Connection<sup>(sm)</sup> Package is a bundled package of local and long distance telephone services. An eligibility condition of the package requires that the Customer select Cox LD for both PIC and LPIC elections. The following services are included in the package:

1. A local access line,

- 2. The Solution Feature Package,
- 3. Unlimited residential minutes of direct dial long distance service, and
- **4.** Voice Mail, optional.

#### **Terms and Conditions**

- **1.** The Cox Unlimited Connection<sup>(sm)</sup> Package Monthly Recurring Charge will be billed in advance, and will apply the first billing period after ordering the service.
- 2. Cox Unlimited Connection<sup>(sm)</sup> does not permit the Customer to place business calls.
- 3. International toll calls are not included with this package.
- 4. The Company may monitor the Customer's usage to ensure that the Customer's use is consistent with the applicable restrictions and limitations, i.e., the Customer's usage is not a data application and is consistent with residential voice usage patterns (local calls to ISPs would be consistent with residential usage patterns). If the Company has any reason to believe that the Customer's usage is not consistent with the applicable restrictions, the Company may terminate the Cox Unlimited Connection<sup>(sm)</sup> Package immediately upon notifying the Customer, and convert the Customer to a usage sensitive plan of the Customer's choice.
- 5. If the Residential Customer's usage exceeds 5,000 minutes of toll usage in any month, the Residential Customer shall be presumed to be in violation of the applicable restrictions and it shall be the responsibility of the Residential Customer to demonstrate to the Company that the usage was not a violation of any of the restrictions.

#### **Rates and Charaes**

Monthly Recurring Charge Non-Recurring charge\*

\$44.95

|(R) (M)

(M) Material relocated from page 117.

• Non-Recurring Line Connection Charges as specified in Section 3.1.2.2(a) apply for initial service establishment, additional lines and transfers of service.

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SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

### 3.1.2.2 Local Line, Rates and Charges, cont'd.

(d) Business Optional Features	MRC <sup>∆</sup>	MRC MAX	NRC*	NRC Max	(T)
(per line equipped)	(\$)	(\$)	(\$)	(\$)	
Anonymous Call Rejection	N/C		N/C		
Auto Ring-Down Service	3.59	3.59	13.00	13.00	(N)
Busy Line Redial	3.50	3.50	13.00	13.00	
Call Forwarding	3.50	3.50	13.00	13.00	
Call Forwarding - Busy	3.50	3.50	13.00	13.00_	
Call Forwarding - Don't Answer	3.50	3.50	13.00	13.00	
Call Forwarding – Busy/Don't Answer	5.50	7.00	13.00	13.00	
Call Forwarding - Remote Access	3.50	3.50	13.00	13.00	
					(D)
Call Return	3.50	3.50	13.00	13.00	
Call Transfer	3.50	3.50	13.00	13.00	
Call Waiting	7.00	7.00	13.00	13.00	
Call Waiting I D	12.00	12.00	13.00	13.00	
Caller I D	7.00	7.00	13.00	13.00	
Distinctive Ringing	3.50	3.50	13.00	13.00	
Long Distance Alert	3.50	3.50	13.00	13.00	
Priority Rinq	3.50	3.50	13.00	13.00	
Remote Call Forwarding (RCF)	17.00	17.00	30.00	30.00	
RCF Additional Paths	17.00	17.00	30.00	30.00	
Selective Call Acceptance	3.50	3.50	13.00	13.00	
Selective Call Forwarding	3.50	3.50	13.00	13.00	
Selective Call Rejection	3.50	3.50	13.00	13.00	
Speed Calling - 8	3.50	3.50	13.00	13.00	
Speed Calling - 30	4.25	4.25	13.00	13.00	
Six-Way Calling	4.25	4.25	13.00	13.00	
Three-Way Calling	3.50	3.50	13.00	13.00	
Business Value Package	62.95	12.95	13.00	13.00	
Business I D Package	17.95	17.95	13.00	13.00	
Business Solution Package	21.95	21.95	13.00	13.00	(T)

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<sup>&</sup>lt;sup>A</sup> Rates apply to Home Office Service offering as well as Business Service.

<sup>\*</sup> For Custom Calling Features ordered with initial service order, the Non-Recurring Charge will be waived.

SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.3 Cox Connect Trunks

(T)

(T) Cox Connect Trunk(s) provide Business Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Local Trunks can be provisioned as either analog or digital and will be provided in the following manner:

#### 1. **Cox Connect Trunk**

(T)

Local Trunk-Basic can be used to carry one-way outbound traffic, oneway inbound or two-way traffic.

#### **One-way Outbound** (a)

Provides the Customer with a single analog connection which is restricted to carry outbound traffic only.

#### (b) One-way Inbound or Two-way

Provides the Customer with a single analog connection which can carry one-way inbound or two-way traffic.

#### 1. Hunting Service

Where facilities and operating conditions permit, hunting services are available to both residential and business Customers with two or more lines of service at the same location. Lines are arranged to accommodate busy line overflows to other lines in the hunt group.

Rates and Charges	NRC	<u>Monthly</u>
Hunting, per line	\$13.00	\$3.50

#### **Cox Connect Trunk - Rates and Charges:** (c)

(T)

A Cox Connect Trunk Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 3.1.3.1.(c).1 and 3.1.3.1.(c).2 respectively. Local Line charges are only offered on a flat rate service basis.

#### 1. Non-Recurring Charges

Line Connection (per Trunk)

\$50.00

Effective Date: February 20, 2004 Issue Date: January 21, 2004

#### **SECTION 3 - Service Descriptions, cont'd.**

#### 3.1 Local Exchange Service, cont'd.

3.1.3 Cox Connect Trunk, cont'd.

(T)

(c) Cox Connect Trunk - Rates and Charges, cont'd.

(T)

1. Non-Recurring Charges, cont'd.

Account/Number Changes (Per Billing Record Change)

\$20.00

Initial PIC-2 Change

(per line) N/C after initial set-up\* 5.00

Line Restoral charge<sup>3</sup>

(per trunk) \$25.00

Suspension of Service

Restoral Charge

(per trunk) \$25.00

(Applies for trunk restoral after Customer-initiated suspension. )

#### 2. Monthly Recurring Charges

Cox Connect Trunk

(T/D)

(per trunk)

Flat Rate

\$35.00

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<sup>\*</sup> Waive PIC change charge if Cox Long Distance is selected.

<sup>&</sup>lt;sup>3</sup> If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.3 Cox Connect Trunk, cont'd.

(T)

#### 2. **Direct Inward Dialing (DID)**

Provides the Business Customer with Direct Inward Dialing over a single analog connection which can carry one-way, inbound traffic.

A Customer who orders DID will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified following. Rates for a volume of Numbers greater than 100 will be provided on an individual case basis.

#### Rates and charges<sup>4</sup> (a)

	_NRC	Monthly Recurring
DID Service Lines (each)	\$50.00	\$45.00
Each 20 DID Line Numbers (per block)	\$20.00	\$3.00
Block Compromise charge <sup>5</sup>	\$450.00	N/A

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<sup>&</sup>lt;sup>4</sup> In addition to the rates and charges identified above, the charges as specified for PBX Trunks in

Section 3.1.3.1.(c) 1 & 2 would apply.

<sup>5</sup> Permanent removal of a telephone number from a sequential number group per sequential number block.

SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.3 Cox Connect Trunk, cont'd.

(T)

#### 3. Cox Connect Trunk- DS1 Service

(T)

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Cox Connect DS1 Trunk provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic or DID Trunks to the Customer's PBX or trunk-capable Key System.

Cox Connect DS1 can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, with or without Direct Inward Dialing.

(T) (T)

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Applicable rate elements for Digital Interface include: (1) The Digital Connection; (2) The CO Channelization, per each DS1; (3) the per-trunk Circuit Termination Charge rate element; and (4) usage charges.

(a) DS1 Provisioning

(N)

#### **One-way Outbound**

Provides the Customer with individual channels which are restricted to carry outbound traffic only.

**One-way Inbound or Two-way** 

Provides the Customer with individual channels which are used to carry one-way inbound or two-way traffic. One common telephone number will be provided per trunk group.

(i) DS1 Optional Features

(Ņ)

#### Hunting

Trunks may be provisioned in a hunt group to accommodate overflow traffic on the inbound trunks.

**Direct-Inward-Dialing (DID)** 

Trunks may be provisioned as DID on one-way inbound or 2-way trunks.

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### (b) Cox Connect DS1 Charges

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Rates will be provided on an individual case basis (ICB).

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#### **LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.** 

3.1 Local Exchange Service, cont'd.

> 3.1.3.4 Reserved

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#### **LOCAL EXCHANGE SERVICE**

SECTION 3 - Service Descriptions, cont'd.

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#### LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

4. Reserved (D)

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LOCAL EXCHANGE SERVICE

**SECTION 3 - Service Descriptions**, cont'd.

3.1 Local Exchange Service, cont'd.

4. Reserved

(D)

(D)

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#### LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

4. Reserved (D)

(D)

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### LOCAL EXCHANGE SERVICE

**SECTION 3 - Service Descriptions, cont'd.** 

3.1 Local Exchange Service, cont'd.

4. Reserved

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(D)

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#### **LOCAL EXCHANGE SERVICE**

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

4. Reserved

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(D)

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### **LOCAL EXCHANGE SERVICE**

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

4. Reserved (D)

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SECTION 3 - Service Descriptions, cont'd.

3.1 local Exchange Service, cont'd.

4. Reserved

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(D)

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### **LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.** 

3.1 Local Exchange Service, cont'd.

4. Reserved

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#### **LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.** 

3.1 Local Exchange Service, cont'd.

4. Reserved (D)

(D)

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**SECTION 3 - Service Descriptions, cont'd.** 

3.1 Local Exchange Service, cont'd.

4. Reserved

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#### **LOCAL EXCHANGE SERVICE**

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

4. Reserved

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### LOCAL EXCHANGE SERVICE

**SECTION 3 - Service Descriptions**, cont'd.

3.1 Local Exchange Service, cont'd.

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#### **LOCAL EXCHANGE SERVICE**

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

4. Reserved

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**SECTION 3 - Service Descriptions, cont'd.** 

3.1 Local Exchange Service, cont'd.

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### **LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions**, cont'd.

- 3.1 Local Exchange Service, cont'd.
- 4. Reserved

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#### **LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions**, cont'd.

3.1 Local Exchange Service, cont'd.

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**SECTION 3 - Service Descriptions**, cont'd.

3.1 Local Exchange Service, cont'd.

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SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

4. Reserved (D)

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# ARIZONA CC TARIFF NO. 1 SECOND REVISED PAGE NO. 81.8

### **LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.** 

3.1 Local Exchange Service, cont'd.

4. Reserved

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#### **SECTION 3 - Service Descriptions, cont'd.**

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.5 ISDN-PRI SERVICE

#### ■ \_ Description

Integrated Service Digital Network (ISDN) is digital telecommunications network architecture. ISDN Primary Rate Interface (PRI) provides a 1.5 Mbps connection between compatible Customer Premise Equipment (CPE) and the public switched network. The transmission facility used for a PRI circuit is a DS1. Each PRI connection provides 24-64 Kpbs voice grade channels. The standard configuration has 23 B (bearer) channels to transmit voice or data traffic and one D or data channel for call set-up and other control functions and signaling.

#### 2. Features

- a. Standard Service Features
  - 1. Calling Line Identification displays the identification and directory number of the calling party.
- b. Optional Service Features
  - 1. Service Configurations
    - 23B+D provides 23 B channels for voice and one D channel for signaling control.
    - 24B provides 24 B channels for voice. Must be installed with a 23B+D configuration arrangement.
    - 23B+D Backup provides 23 B channels for voice and one D channel for back-up signaling control for a 23B+D circuit. Must be installed with a 23B+D configuration arrangement.

2. Trunk Connection Types:

- Call-by-Call Selection provides automatic definition of the B-channels as inbound or outbound based on traffic requirements.
- Dedicated Outbound provides channels, which are restricted to carry oneway outbound traffic only.
- Dedicated Inbound provides channels, which are used to carry one-way inbound traffic only.
- Dedicated 2-Way provides channels, which are used to carry two-way traffic.

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#### **SECTION 3 - Service Descriptions, cont'd.**

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.5 ISDN-PRI SERVICE

#### 3. Service Capabilities

ISDN-PRI provides the capability to:

- a. Transport customer information in the form of circuit-switched voice or data up to 64 kbps over any B channel.
- b. Where available, one D channel can control up to 20 PRI Interface Arrangements depending on facility capabilities. In such cases, a single D channel in one PRI Interface Arrangement handles all the signaling and control requirements of multiple PRI Interface Arrangements in a specific grouping allowing supplemental PRI Interface Arrangements to consist of 24 B channels.
- c. In a 23B + Backup D configuration, the backup D channel will automatically become the active control channel for the primary D channel that has failed.
- d. Allow B channels to be designated for specific services, such as Incoming (T) Exchange Trunks, Outgoing Exchange Trunks and Two-way Exchange Trunks, or optionally configure channels to access Incoming and Outgoing Exchange Trunks on a per call basis. Two-way Exchange Trunks may not be accessed on a Call-by-Call basis.
- e. Allow the user to have access to the directory number of the calling party. (T)

#### 4. Conditions

Customers subscribing to ISDN-PRI must comply with ISDN Primary Rate Interface specifications as designed by the Company.

- a. Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
- b. ISDN compatible terminal equipment is a requirement for operation. It is the customer's responsibility to obtain and power such equipment.

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### **SECTION 3 - Service Descriptions**, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.5 ISDN-PRISERVICE

#### 4. Conditions, cont'd.

(T)

- c. ISDN-PRI service does not preclude the customer from originating or receiving circuit-switched voice calls from inside or outside either the serving central office or the Local Exchange Area. Where facilities are available, the customer will be able to originate and receive circuit-switched data calls outside of the serving central office.
- d. All PRI Interface Arrangement configurations must have at least one 23B+D Interface Arrangement for signaling and control functions. A 23B + Back-up D Interface Arrangement is required whenever the ISDN-PRI Interface Arrangements ordered and in-service would otherwise cause m ore than 47 8-channels to be controlled by a single D channel.

#### 5. Rates and Charges

- 1. Application of Rates
  - a. The PBX Trunk dial tone is included in the ISDN-PRI Service rates and charges.
  - b. The PBX Trunk Flat rate Monthly Usage Option, measured rate charges and message rate charges specified in the Local Exchange Services tariff apply, as appropriate, to each PBX trunk provisioned on the ISDN-PRI Service using the circuit-switched voice arrangement.
  - c. Existing tariff rates, charges and regulations for DID service apply, where required. This includes DID numbers and trunk connection charges. Tariffed DID trunk connection charges apply for each DID trunk provisioned on the ISDN-PRI Interface Arrangement.
  - d. Individual Additional Telephone Numbers may be ordered from this tariff without incurring DID trunk connection charges.
  - e. Trunk hunting is included in the ISDN-PRI Service rates and charges.

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SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange **Service**, cont'd.

#### 3,1,5 ISDN-PRI SERVICE

5. Rates and Charges, cont'd.

(T)

#### 2. Rates

		<u>NRC</u> (\$)	Monthly (\$)
a.	Primary Rate Access Facility, each	800	250
b.	ISDN-PRI Configuration Options: 23B+D 24B 23B+Back-up D	700 700 700	300 300 350
	Caller ID, per PRI Interface	N/C	N/C
C.	Trunk Connection Types: Call-By-Call Service selection Dedicated Services	100 50	75 45
d.	PRI Reconfiguration Charge Trunk Change Charge, per PRI Change in D-channel configuration (23B+D; 24B; 23B+Back-up D)	300	N/A
e.	Individual Additional Telephone Numbers, each number	2 <b>5</b>	3

f. The following rates apply for Bulk-rated PRI services for terms of 1 month to 5 years. The rate includes the access facility, configuration option (23B+D, 24B, or 23+D Backup), trunk connection type (DOD, DID, 2-way, Call-by-Call Selection), and 100 DID numbers.

(T)

	NRC	Max NRC	MRC	Max MRC
	(\$)	(\$)	(\$)	(\$)
Month-to-Month	waived	\$1000	\$975	\$1200
1-Year Contract	waived	\$1000	\$950	\$1200
2-Year Contract	waived	\$1000	\$800	\$1200
3-Year Contract	waived	\$1000	\$775	\$1200
5-Year Contract	waived	\$1000	\$750	\$1200

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**SECTION 3 - Service Descriptions, cont'd.** 

LOCAL EXCHANGE SERVICE

3.1 Local Exchange Service, cont'd.

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SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

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#### LOCAL EXCHANGE SERVICE

**SECTION 3 - Service Descriptions**, cont'd.

3.1 Local Exchange Service, cont'd.

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(D)

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**SECTION 3 - Service Descriptions, cont'd.** 

3.1 Local Exchange Service, cont'd.

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# SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

## 3.1.6 Message Telecommunications Service (MTS)

#### 1. General

IntraLATA toll service is furnished for telephone communication between telephones in different local calling areas within the LATA in accordance with the regulations and schedules of charges specified in this tariff.

Switched services transits the local facilities to the Public Switched Telephone Network (PSTN) before being switched to the Interexchange Carrier's (IXC's) network to complete a long distance or toll free call. These calls are subject to all Local Exchange Carrier (LEC) originating and terminating charges.

# (N)

#### (N)

#### 2. **Timing of Messages**

- (a) Unless otherwise indicated, all calls for residential Customers are timed in sixty (60) second increments and are rounded up to the next whole minute. Unless otherwise indicated, all calls for business Customers are timed in six (6) second increments and are rounded up to the next 6-second increment.
- (b) For station to station calls, call timing begins when a connection is established between the calling and called stations.
- (c) For person to person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified, or an agreed upon alternate.
- (d) Call timing ends when the called station "hangs up," thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network, or by the Company operator.
- (T) (e) Calls originating in one time period as defined in 3.1.6.4 and terminating in another will be billed the rates in effect at the beginning of the billing increment.

Issue Date: January 21, 2004 Effective Date: February 20, 2004

#### SECTION 3 \* Service Descriptions, cont'd.

# 3.1 Local Exchange Service, cont'd.

#### 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

# 3. Residential and Business Rates

Cox will charge the following rate(s) without regard to mileage as follows:

Direct Dialed:	Day	Eveninq	Niaht
Residential Rate per Minute	\$0.10	\$0.10	\$0.10
Business Rate per 6-second increment	\$0.01	\$0.01	\$0.01
Operator Assisted Calls: Rate per Minute	\$0.25	\$0.25	\$0.25
Calling Card: Residential Rate per Minute Maximum per minute	\$0.45 \$0.55	\$0.45 \$0.55	\$0.45 \$0.55
Business Rate Current per minute Maximum per minute	\$0.20 \$0.25	\$0.20 \$0.25	\$0.20 \$0.25

#### 4. Time Periods Defined

Day: 8:00 a.m. to, but not including, 5:00 p.m. - M - F Evening: 5:00 p.m. to, but not including, 11:00 p.m. - M - F Night: 11:00 p.m. to, but not including, 8:00 a.m. - M - F

All day Saturday, Sunday and Holidays.

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**SECTION 3 - Service Descriptions, cont'd.** 

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

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5. Reserved

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# 6. Optional Calling Plans

Cox U.S. Savings Plan

This optional calling plan will provide Cox residential Customers a competitively price alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes all 50 states, Puerto Rico, and the U.S. Virgin Islands. The plan is a flat \$0.07 per minute all day, every day on direct dialed calls with a monthly recurring fee of \$3.95.

Monthly Charge:

\$3.95

Per Minute:

\$0.07

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# SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

Optional Calling Plans, cont'd. 6.

#### Cox Switched LD Solutions III

(N/M)

Cox Switched LD Solutions III is a one-, two-, three- or five-year term long distance direct dialed Business call plan. The call plan is available to new and existing Business Customers that choose Cox Local and Long Distance, both PIC and LPIC. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the 50 states and the District of Columbia will be billed in 6second increments and rounded up to the next highest increment. All calls terminating in Canada, Puerto Rico and US Virgin Islands will be billed in 6second increments with a 30-second minimum.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above. Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10/minute will be used to re-rate all usage charges up to the termination date.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year	Max Rate
0-249	\$0.075	\$0.067	\$0.063	\$0.15
250-499	\$0.073	\$0.066	\$0.062	\$0.15
500-999	\$0.071	\$0.065	\$0.061	\$0.15
1,000-2,499	\$0.069	\$0.064	\$0.060	\$0.15
2,500-4,999	\$0.065	\$0.061	\$0.057	\$0.15
5,000-9,999	\$0.059	\$0.056	\$0.052	\$0.15
10,000-49,999	\$0.058	\$0.055	\$0.051	\$0.15
50,000-99,999	\$0.056	\$0.053	\$0.049	\$0.15
100,000+	\$0.054	\$0.051	\$0.047	\$0.15

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(M)

(M) Material relocated to Obsolete Services, page 138.

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## **SECTION 3 - Service Descriptions, cont'd.**

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

6. Optional Calling Plans, cont'd.

# Cox Switched LD Enterprise III

(N/M)

Cox Switched LD Enterprise III is a one-, two-, three- or five-year term direct dialed long distance Business call plan. The call plan is available to new and existing Business Customers that select Cox Local, Cox Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed Internet service. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per minute. All minutes-of-use (MOU) charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the United States are billed in 6-second increments and rounded up to the next highest increment. All calls terminating to Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10 per minute will be used to re-rate all usage charges up to the termination date

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year	Max Rate
0-249	\$0.068	\$0.061	\$0.057	\$0.15
250-499	\$0.066	\$0.060	\$0.056	\$0.15
500-999	\$0.064	\$0.059	\$0.055	\$0.15
1,000-2,499	\$0.062	\$0.059	\$0.054	\$0.15
2,500-4,999	\$0.059	\$0.055	\$0.051	\$0.15
5,000-9,999	\$0.053	\$0.050	\$0.047	\$0.15
10,000-49,999	\$0.052	\$0.050	\$0.046	\$0.15
50,000-99,999	\$0.050	\$0.048	\$0.044	\$0.15
100,000+	\$0.049	\$0.046	\$0.042	\$0.15

(M)

(N)

(M) Material relocated to Obsolete Services, page 139.

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# SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

(T)

(T)

6. Optional Calling Plans, cont'd.

#### Cox U.S. 250 Savings Plan

This optional residential long distance calling plan provides Cox Customers a competitively priced alternative for moderate users of long distance service. The optional calling plan is available to new and existing customers who select Cox Local and Cox Long Distance, both PIC and LPIC. The plan includes calls to all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. The plan has a monthly recurring charge of \$15.00, which includes up to 250 minutes of intrastate and interstate usage. Additional minutes over the included 250 will be assessed \$0.07 per minute all day, everyday on direct dialed calls.

#### Cox U.S. 500 Savings Plan

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This optional residential long distance calling plan provides Cox Customers a competitively priced alternative for substantial users of long distance service. The optional calling plan is available to new and existing customers who select Cox Local and Cox Long Distance, both PIC and LPIC. The plan includes calls to all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. The plan has a monthly recurring charge of \$25.00, which includes up to 500 minutes of intrastate and interstate usage. Additional minutes over the included 500 will be assessed \$0.05 per minute all day, everyday on direct dialed calls.

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## SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

6. Optional Calling Plans, cont'd.

#### **CBS Minute Pack 100**

This optional long distance call plan provides Cox Business Customers a block of 100 minutes of direct dialed intrastate and interstate long distance service. The block of 100 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 100-minute block will be billed at \$.07 per minute.

Monthly Recurring Charge

\$6.00

#### **CBS Minute Pack 250**

This optional long distance call plan provides Cox Business Customers a block of 250 minutes of direct dialed intrastate and interstate long distance service. The block of 250 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 250-minute block will be billed at \$.0675 per minute.

Monthly Recurring Charge

\$15.00

#### **CBS** Minute Pack 600

This optional long distance call plan provides Cox Business Customers a block of 600 minutes of direct dialed intrastate and interstate long distance service. The block of 600 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 600-minute block will be billed at \$.065 per minute.

Monthly Recurring Charge

\$34.50

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# SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

6. Optional Calling Plans, cont'd.

#### **CBS Minute Pack 800**

This optional long distance call plan provides Cox Business Customers a block of 800 minutes of direct dialed intrastate and interstate long distance service. The block of 800 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 800-minute block will be billed at \$.0625 per minute.

Monthly Recurring Charge \$44.00

#### CBS Minute Pack 1000

This optional long distance call plan provides Cox Business Customers a block of 1000 minutes of direct dialed intrastate and interstate long distance service. The block of 1000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 1000-minute block will be billed at \$.06 per minute.

Monthly Recurring Charge \$55.00

#### **CBS Minute Pack 2500**

This optional long distance call plan provides Cox Business Customers a block of 2500 minutes of direct dialed intrastate and interstate long distance service. The block of 2500 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 2500-minute block will be billed at \$.06 per minute.

Monthly Recurring Charge \$131.25

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## SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

6. Optional Calling Plans, cont'd.

#### **CBS Minute Pack 5000**

This optional long distance call plan provides Cox Business Customers a block of 5000 minutes of direct dialed intrastate and interstate long distance service. The block of 5000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 5000-minute block will be billed at \$.06 per minute.

Monthly Recurring Charge

\$250.00

#### **COX OFFICE SOLUTIONS MINUTE PAK**

(N)

200 Minutes of Long Distance Service

The Cox Office Solutions Minute Pak includes a block of 200 minutes of direct dialed interstate and intrastate long distance. The block of 200 minutes is shared among a Business Customer's access lines. Any unused minutes remaining at the end of the billing period will not carryover to the next billing period. Intrastate minutes will be billed at 5 cents per minute.

Monthly Recurring Charge

\$10.00

(N)

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# SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

7. Switched Toll Free Service

(T)

1. Service Description

Switched Toll-Free Service is an inbound service originating on feature group (T) facilities, which terminate on a Business Line. This service enables the Customer to receive toll-free calls at their place of business.

- A) The Company reserves the right to require an applicant for Toll-Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that the Customer submit a new traffic forecast quarterly after service is initiated.
- B) The Company's Toll-Free Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the Company. The Company may terminate or refuse to furnish the Company's Toll-Free Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.

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#### SECTION 3 - Service Descriptions, cont'd.

# 3.1 Local Exchange Service, cont'd.

#### 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

#### 7. Switched Toll Free Service

(T)

- 1. Service Description (cont'd)
- C) The Customer must obtain an adequate number of access lines for Company Toll-Free Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish Company Toll-Free Service to any Customer that fails to comply with these conditions.
- D) If the Customer requests assignment of a specific Toll-Free Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than fifteen (15) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company's Toll-Free Service has been in actual and substantial use for a consecutive sixty (60) day period.

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# SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

7. Switched Toll Free Service

(T)

- 1. Service Description (cont'd)
- E) Use of numbers: Each Company Toll-Free Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any toll-free telephone number associated with the Company's Toll-Free Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be recovered upon written notice to the Customer. Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved toll-free telephone numbers hereunder or Customers who subscribe to and use the Company's Toll-Free Service or their transferee or assigns, any ownership interest or proprietary right in any particular toll-free number; however, upon placing a number actually and substantially in use, as defined above, the Company's Toll-Free Service Customers do have a controlling interest in this toll-free number(s). The Company Toll-Free Service Customers may retain the use of their toll-free number assignments, even following changes in their toll-free carrier and/or Responsible Organization.

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SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

7. Switched Toll Free Service

(T)

- 1. Service Description (cont'd)
- If a Customer places an order for the Company to carry Customer's F) already existing toll-free number service, the Customer shall provide to Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to the Company's Toll-Free Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its toll-free number(s) to the Company's Resp. Org. If the Customer elects to retain a non-Company Resp. Org., the Customer must notify the Company of any changes in the Customer's Resp. Org. in writing within 48 hours of The Customer is responsible for all outstanding the change. indebtedness for services provided by a previous Resp. Org. or toll-free service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to Company.

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SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

7. Switched Toll Free Service

(T)

- 1. Service Description (cont'd)
- Subject to execution of a Resp. Org. Service Agreement between the Company and the Customer, the Company Resp. Org. will perform the function of Resp. Org. for all Company Toll-Free Service orders unless the Customer requests another Resp. Org. The Company's Resp. Org. functions include 1) search for and reservation of toll-free numbers in the SMS/800; 2) creating and maintaining the toll-free number Customer record in the SMS/800; and 3) provision of a single point of contact for trouble reporting.
- Where the Company serves as the Resp. Org. for a Company Toll-Free (1) Service Customer, the Company will, at the Customer's request, subscribe to Toll-Free Directory Listing for the toll-free number(s) assigned to the Customer. A charge for Toll-Free Directory Listings will apply as set forth in this Tariff. In the event that a Customer transfers its toll-free service to another Resp. Org., the Company shall cease to subscribe to Toll-Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Toll-Free Directory Listing Service is maintained through the new Resp. Org. Customer is responsible for payment of any outstanding Toll-Free Directory Listing charges, including any unexpired portion of any minimum period applicable to such services, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Toll-Free Directory Listing responsibility.

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SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

7. Switched Toll Free Service

(T)

- 1.G) Service Description (cont'd)
  - (2) Where the Company serves as the Resp. Org. for a Company Toll-Free Service Customer, it will, at the Customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a Company Toll-Free Service Customer uses Vertical Features obtained by Company from Local Exchange Company tariffs, a charge will apply. This charge may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
  - (3) In the event that a Customer cancels its Company Toll-Free Service, the Customer may elect to retain the Company as its Resp. Org. Where the Company serves as Resp. Org. for a non-Company Toll-Free Service Customer, a charge for Resp. Org. Service will apply as set forth in this Tariff.
  - (4) In the event that a Customer cancels its Company Resp. Org. or Toll-Free Service, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any services obtained by or on behalf of the Customer by Company.

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## **SECTION 3 - Service Descriptions, cont'd.**

# 3.1 Local Exchange Service, cont'd.

# 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

# 7. Switched Toll Free Service

(T)

- 1. Service Description (cont'd)
- H) It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll-Free Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- In accordance with FCC regulations, ANI shall only be used for billing and collection, routing, screening, and completion of the originating subscriber's call or transaction or for service directly related to the originating subscriber's call or transaction.

The ANI shall not be reused or resold without first notifying the originating telephone subscriber and obtaining affirmative consent of the subscriber for reuse or resale.

Unless the originating subscriber has given consent for the reuse or resale, any information provided shall not be used for any purpose other than:

- performing the services or transactions that are subject of the originating subscriber's call;
- ensuring network performance security, and the effectiveness of call delivery;
  - compiling, using and disclosing aggregate information; and
- complying with applicable laws.

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# **SECTION 3 - Service Descriptions, cont'd.**

#### 3.1 Local Exchange Service, cont'd.

# 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

#### 7. Switched Toll Free Service

(T)

(T)

(T)

#### 2. Toll Free Service Termination

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a termination charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All perminute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in sixsecond increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff. Cox may, at its option: (i) re-rate Customer's usage as provided in this Section or (ii) charge Customer the standard rates far service under this tariff up to the date of termination, which ever is greater.

Example: Customer signs a three-year term agreement. At the end of the eleventh month, the Customer terminates the agreement and transfers the toll-free service to another carrier. All usage to-date would be re-rated from the three-year term rate to the month-to-month rate.

Example: Customer signs three-year term agreement. At the end of the thirteenth month, the Customer terminates the agreement and transfers the toll-free service to another carrier. All usage to-date would be re-rated from the three-year rate and volume to the one-year rate and volume.

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COX ARIZONA TELCOM, L.L.C. d/b/a/ Cox Communications d/b/a Cox Business Services

ARIZONA CC TARIFF NO. 1 SECOND REVISED PAGE NO. 92.9

# LOCAL EXCHANGE SERVICE

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SECTION 3 - Service Descriptions, cont'd.

# 3.1 Local Exchange Service, cont'd.

## 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

# 7. Switched Toll Free Service

(T)

#### Basic Service

Basic Service means Domestic Toll-Free Service established on the Company network providing termination for a call originated in the continental United States to a single Customer location either through switched or dedicated access. Nationwide Directory Assistance is a component of Basic Service.

# (1) Toll-Free Monthly Recurring and Usage Charge

The Toll-Free Number Charge applies to Basic Toll-Free Service. Domestic calls originated from 49 states are billed in 6-second increments with a 6-second minimum. Domestic calls originated from California are billed in 6-second increments with an 18-second minimum. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Monthly Recurring Charge: \$12.00

per number

Change Charge: \$4.50

per change

Per-Minute Charge \$0.10

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SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

7. Switched Toll Free Service

(T)

- 3. Basic Service
  - (2) Reserved
  - (3) Toll-Free Directory Assistance Listing

Toll-Free Directory Assistance Listing provides the Toll-Free Customer with a listing in the nationwide Toll-Free dial up directory maintained by AT&T.

Non-Recurring Charge: \$15.00
per number
Expedite Request: \$25.00
per request
Change Charge: \$15.00
per change

Monthly Recurring Charge: \$14.50

per number

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**SECTION 3 - Service Descriptions, cont'd.** 

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

7. Switched Toll Free Service

(T)

- 3. Basic Service
  - (4) Reserved
  - (5) Reserved

## **SECTION 3 - Service Descriptions, cont'd.**

# **3.1** Local Exchange Service, cont'd.

# 3.1.6 Message Telecommunications Service (MTS), cont'd.

(T)

#### 7. Switched Toll Free Service

(T)

#### 4. Term Call Plans

#### Cox Toll-Free Solutions III

(N/M)

The Cox Toll-Free Solutions III call plan provides Business Customers with a switched inbound toll free call plan. Business Customers will select from a one-, two-, three- or five-year term call plan. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year	Max Rate
0-249	\$0.075	\$0.067	\$0.063	\$0.15
250-499	\$0.073	\$0.066	\$0.062	\$0.15
500-999	\$0.071	\$0.065	\$0.061	\$0.15
1,000-2,499	\$0.069	\$0.064	\$0.060	\$0.15
2,500-4,999	\$0.065	\$0.061	\$0.057	\$0.15
5,000-9,999	\$0.059	\$0.056	\$0.052	\$0.15
10,000-49,999	\$0.058	\$0.055	\$0.051	\$0.15
50,000-99,999	\$0.056	\$0.053	\$0.049	\$0.15
100,000+	\$0.054	\$0.051	\$0.047	\$0.15

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(N)

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# SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd.
    - 7. Switched Toll Free Service
    - 4. Term Call Plans

# Cox Toll-Free Enterprise III

The Cox Toll-Free Enterprise III call plan provides Business Customers with a switched inbound toll free call plan. Business Customers will select from a one-, two- or three/five-year term call plan. The call plan is available to new and existing customers that select Cox Local, Cox Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed Internet service. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year	Max Rate
0-249	\$0.068	\$0.061	\$0.057	\$0.15
250-499	\$0.066	\$0.060	\$0.056	\$0.15
500-999	\$0.064	\$0.059	\$0.055	\$0.15
1,000-2,499	\$0.062	\$0.059	\$0.054	\$0.15
2,500-4,999	\$0.059	\$0.055	\$0.051	\$0.15
5,000-9,999	\$0.053	\$0.050	\$0.047	\$0.15
10,000-49,999	\$0.052	\$0.050	\$0.046	\$0.15
50,000-99,999	\$0.050	\$0.048	\$0.044	\$0.15
100,000+	\$0.049	\$0.046	\$0.042	\$0.15

(N)

N)

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## **SECTION 3 - Service Descriptions, cont'd.**

# 3.1 Local Exchange Service, cont'd.

# 3.1.6 Message Telecommunications Service (MTS), cont'd

(T)

# 8. Dedicated Long Distance Service

# 1. General

Dedicated outbound long distance service permits Business Customers, with substantial outbound call volumes, to complete calls to diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection from the Customer's premises to the Company's Point of Presence (POP). The dedicated facility would at a minimum be an Integrated **DS-1** that provides a digital connection to the Customer. The Rates and Charges as detailed in Section 3, herein, are provided for On-Net facilities only. Off-Net facility pricing will be provided on a case-by-case basis.

#### 2. Terms and Conditions

#### Minimum Service Period:

The minimum service period for Dedicated LD service is one year except where special construction is requested and in which case the minimum period may be longer. Special construction agreements require minimum commitment periods and are defined via contractual agreements.

#### Minimum Facility Requirements:

The Dedicated LD minutes will be carried on an Integrated DS-1 facility. Integrated DS-1 facility allows a Customer to access multiple Company Services on the same facility. These facility arrangements are normally at minimum one-year commitments and are billed in advance of Service and reflect the rates in effect as of the date of the invoice. The non-recurring and monthly recurring charges for the dedicated access facility are in addition to the usage rates detailed below for the dedicated LD product.

## Facility Ordering:

In order to prevent interference or impairment of this service and any other service provided on the facility, the Customer must order an adequate number of access paths to handle the expected demand. The Customer should consider the following items when ordering the facility: (1) total call volume, (2) average call duration, (3) time-of-day sensitivity, and (4) busy hour.

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# SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

## 3.1.6 Message Telecommunications Service (MTS), cont'd

(T)

# 8. Dedicated Long Distance Service

# 2. Terms and Conditions. cont'd

Early Termination Charges:

If service is disconnected prior to the expiration of the term, early termination charges will apply for both the dedicated facility and dedicated LD usage.

a. Early Termination of the dedicated facility: Customers who terminate service prior to the end of the service term as selected will be liable for the termination charge associated with all costs, fees and expenses incurred in connection with the dedicated facility and shall be calculated as follows:

(T)

- 1. all charges waived by the Company to establish the dedicated facility to Customer, plus
- 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3. all Monthly Recurring Charges associated with the dedicated facility for the unexpired balance of the current term.
- b. Early Termination of usage charges:

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a termination charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in six-second increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox will re-rate Customer's usage as provided in this Section.

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SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd

(T)

- 8. Dedicated Long Distance Service
  - 2. Terms and Conditions, cont'd

**Customer Requirements:** 

The Business Customer must select Cox as its local and long distance service provider.

#### 3. Rates and Charges

Dedicated DS-1 Facility Charge:

Dedicated DS-1 Facility Charges are billed monthly in advance. Term and volume discounts may apply.

Rates and Charges	Monthly	Maximum	Non-	Max <b>Non-</b>
	Recurring	Recurring	Recurring	Recurring
	Charge	Charge	Charge	Charge
Dedicated DS-1 Facility (per facility)	\$300.00	\$500.00	\$250.00	\$500.00

## **Dedicated LD Usage Charges:**

Usage charges are billed monthly in arrears. The usage rates charged to a Customer will be the rates in effect on the day the call was placed. Domestic calls are billed in 6-second increments with a 6-second minimum.

 $\begin{array}{ccc} & & & \text{Current} & & \text{Maximum} \\ & & & \underline{\text{Rate}} & & \underline{\text{Rate}} \\ \text{Rate per minute} & & \$0.10 & & \$0.15 \end{array}$ 

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## **SECTION 3 - Service Descriptions, cont'd.**

#### 3.1 Local Exchange Service, cont'd.

## 3.1.6 Message Telecommunications Service (MTS), cont'd

(T)

# 8. Dedicated Long Distance Service

#### 4. Optional Call Plans

#### Cox Dedicated LD Solutions III

(N/M)

Cox Dedicated LD Solutions III is a one-, two-, three- or five-year term dedicated direct dialed long distance call plan that provides eligible Business Customers a competitively priced long distance product for calls terminating in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing customers that choose Cox Local and Cox Long Distance (both PIC and LPIC). All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Arizona are billed in 6-second increments with a 6-second minimum.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year	Max Rate
0-249	\$0.070	\$0.063	\$0.058	\$0.15
250-499	\$0.068	\$0.062	\$0.057	\$0.15
500-999	\$0.066	\$0.061	\$0.055	\$0.15
1,000-2,499	\$0.064	\$0.060	\$0.054	\$0.15
2,500-4,999	\$0.060	\$0.056	\$0.052	\$0.15
5,000-9,999	\$0.058	\$0.054	\$0.050	\$0.15
10,000-49,999	\$0.055	\$0.049	\$0.046	\$0.15
50,000-99,999	\$0.050	\$0.045	\$0.042	\$0.15
100,000+	\$0.045	\$0.040	\$0.038	\$0.15

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## **SECTION 3 - Service Descriptions, cont'd.**

# 3.1 Local Exchange Service, cont'd.

# 3.1.6 Message Telecommunications Service (MTS), cont'd

(T)

# 8. Dedicated Long Distance Service

#### 4. Oational Call Plans, cont'd.

# **Cox Dedicated LD Enterprise III**

(N/M)

Cox Dedicated LD Enterprise III is a one-, two-, three- or five-year term dedicated direct dialed long distance call plan. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing Business Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed internet service. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Arizona are billed in 6-second increments with a 6-second minimum.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year	Max Rate
0-249	\$0.063	\$0.057	\$0.052	\$0.15
250-499	\$0.061	\$0.056	\$0.051	\$0.15
500-999	\$0.059	\$0.055	\$0.050	\$0.15
1,000-2,499	\$0.058	\$0.054	\$0.049	\$0.15
2,500-4,999	\$0.054	\$0.050	\$0.047	\$0.15
5,000-9,999	\$0.052	\$0.049	\$0.045	\$0.15
10,000-49,999	\$0.050	\$0.045	\$0.042	\$0.15
50,000-99,999	\$0.045	\$0.040	\$0.038	\$0.15
100,000+	\$0.040	\$0.036	\$0.034	\$0.15

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(N)

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## SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.6 Message Telecommunications Service (MTS), cont'd

(T)

# 9. Dedicated Toll Free Service

#### 1. General

Dedicated toll free (TF) service permits Business Customers, with substantial toll free call volume, to receive inbound calls from diverse service areas. Dedicated toll free service is distinguished from other services by the existence of a dedicated, special access connection from the Customer's premises to the Company's Point of Presence (POP). The dedicated facility would at a minimum be an Integrated DS-1 that provides a digital connection to the Customer. The Rates and Charges as detailed in Section 3, herein, are provided for On-Net facilities only. Off-Net facility pricing will be provided on a case-by-case basis.

#### 2. Terms and Conditions

#### Minimum Service Period:

The minimum service period for Dedicated TF service is one year except where special construction is requested and in which case the minimum period may be longer. Special construction agreements require minimum commitment periods and are defined via contractual agreements.

#### Minimum Facility Requirements:

The Dedicated TF minutes will be carried on an Integrated DS-1 facility. An Integrated DS-1 facility allows a Customer to access multiple Company Services on the same facility. These facility arrangements are normally at minimum one-year commitments and are billed in advance of service and reflect the rates in effect as of the date of the invoice. The non-recurring and monthly recurring charges for the dedicated access facility are in addition to the usage rates detailed below for the dedicated TF product.

#### Facility Ordering:

In order to prevent interference or impairment of this service and any other service provided on the facility, the Customer must order an adequate number of access paths to handle the expected demand. The Customer should consider the following items when ordering the facility: (1) total call volume, (2) average call duration, (3) time-of-day sensitivity, and (4) busy hour.

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## **SECTION 3 - Service Descriptions, cont'd.**

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.6 Message Telecommunications Service (MTS), cont'd

(T)

#### 9. Dedicated Toll Free Service

#### 2. Terms and Conditions, cont'd.

Early Termination Charges:

If service is disconnected prior to the expiration of the term, early termination charges will apply for both the dedicated facility and dedicated TF usage.

a. Early Termination of the dedicated facility:

Customers who terminate service prior to the end of the service term as selected will be liable for the termination charge associated with all costs, fees and expenses incurred in connection with the dedicated facility and shall be calculated as follows:

(T)

- 1. all charges waived by the Company to establish the dedicated facility to Customer, plus
- 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3. all Monthly Recurring Charges associated with the dedicated facility for the unexpired balance of the current term.

## **b.** Early Termination of usage charges:

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a termination charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in six-second increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage as provided in this Section or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, which ever is greater.

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SECTION 3 - Service Descriptions, cont'd.

- 3.1 Local Exchange Service, cont'd.
  - 3.1.6 Message Telecommunications Service (MTS), cont'd

(T)

- 9. Dedicated Toll Free Service
  - 2. Terms and Conditions. cont'd.

**Customer Requirements:** 

The Business Customer must select Cox as its local and toll free service provider.

#### 3. Rates and Charses

Dedicated DS-1 Facility Charge:

Dedicated DS-1 Facility Charges are billed monthly in advance. Term and volume discounts may apply.

Rates and Charges	Monthly	Maximum	Non-	Max Non-
	Recurring	Recurring	Recurring	Recurring
	Charge	Charge	Charge	Charge
Dedicated DS-1 Facility (per facility)	\$300.00	\$500.00	\$250.00	\$500.00

## Dedicated TF Usaae Charaes:

Usage charges are billed monthly in arrears. The usage rates charged to a Customer will be the rates in effect on the day the call was placed. Domestic calls are billed in 6-second increments with a 6-second minimum.

	Current	Maximum
	<u>Rate</u>	<u>Rate</u>
Rate per minute	\$0.10	\$0.15

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## SECTION 3 - Service Descriptions, cont'd.

## 3.1 Local Exchange Service, cont'd.

## 3.1.6 Message Telecommunications Service (MTS), cont'd

(T)

#### 9. Dedicated Toll Free Service

#### 3. Rates and Charaes, cont'd.

#### Charaes for Dialed Number Identification Service (DNIS)

DNIS permits dedicated Customers with multiple toll-free numbers that terminate on the same facilities the ability to determine which toll-free number the caller dialed when receiving toll-free calls. Identification is achieved through out-pulsed digits from the Company network to the Customer's facilities. Customers will furnish the Company with the digits desired for each toll-free number. The Change Charge will apply to any reconfiguration of out-pulsed digits, to the cancellation of this feature, or to the cancellation of the toll-free service number with which the feature has been associated.

	——— RATES ———		
	<u>Current</u>	<u>Maximum</u>	
Non-Recurring Charge: (per toll free number)	\$35.00	\$50.00	
Monthly Recurring Charge: (per toll free number)	\$ 0.00	\$25.00	
Change Charge: (per change)	\$15.00	\$25.00	

#### Charae for Real Time ANI Delivery

This feature enables the Customer to have calls to a Company toll-free service number forwarded to their location with the callers ANI (ten digit billing telephone number) as part of the call setup. Customers must have their own equipment for reading ANI digits passed on from the Company network. Full 10-digit ANI is provided whenever passed on from the originating Local Exchange Carrier. ANI is sent via in-band signaling.

	RATES		
	<u>Current</u>	<u>Maximum</u>	
Non-Recurring Charge: (per toll free number)	\$35.00	\$50.00	
Monthly Recurring Charge: (per toll free number)	\$ 0.00	\$25.00	
Change Charge: (per change)	\$15.00	\$25.00	

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#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.6 Message Telecommunications Service (MTS), cont'd

(T)

#### 9. Dedicated Toll Free Service

#### 4. Optional Call Plan

#### Cox Dedicated TF Solutions III

(M/M)

Cox Dedicated TF Solutions III is a one-, two-, three- or five-year term dedicated toll free call plan. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing Business Customers that choose Cox Local and Cox Toll Free. The plan covers the 48 contiguous states. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges are assessed based on the cumulative MOU's of interstate (continental United States) and intrastate usage.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year	Max Rate
0-249	\$0.070	\$0.063	\$0.058	\$0.15
250-499	\$0.068	\$0.062	\$0.057	\$0.15
500-999	\$0.066	\$0.061	\$0.055	\$0.15
1,000-2,499	\$0.064	\$0.060	\$0.054	\$0.15
2,500-4,999	\$0.060	\$0.056	\$0.052	\$0.15
5,000-9,999	\$0.058	\$0.054	\$0.050	\$0.15
10,000-49,999	\$0.055	\$0.049	\$0.046	\$0.15
50,000-99,999	\$0.050	\$0.045	\$0.042	\$0.15
100,000+	\$0.045	\$0.040	\$0.038	\$0.15

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## SECTION 3 - Service Descriptions, cont'd.

## 3.1 Local Exchange Service, cont'd.

## 3.1.6 Message Telecommunications Service (MTS), cont'd

(N)

#### 9. Dedicated Toll Free Service

#### 4. Optional Call Plan

# **Cox Dedicated TF Enterprise III**

Cox Dedicated TF Enterprise III is a one-, two-, three- or five-year term dedicated toll free call plan. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing Business Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed internet service. The plan covers the 48 contiguous states. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Arizona will be assessed the per-minute rates **as** detailed below. All minutes-of-use charges are assessed based on the cumulative MOU's of interstate (continental United States) and intrastate usage.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year	Max Rate
0-249	\$0.063	\$0.057	\$0.052	\$0.15
250-499	\$0.061	\$0.056	\$0.051	\$0.15
500-999	\$0.059	\$0.055	\$0.050	\$0.15
1,000-2,499	\$0.058	\$0.054	\$0.049	\$0.15
2,500-4,999	\$0.054	\$0.050	\$0.047	\$0.15
5,000-9,999	\$0.052	\$0.049	\$0.045	\$0.15
10,000-49,999	\$0.050	\$0.045	\$0.042	\$0.15
50,000-99,999	\$0.045	\$0.040	\$0.038	\$0.15
100,000+	\$0.040	\$0.036	\$0.034	\$0.15

(N)

Issue Date: January 21, 2004 Effective Date: February 20, 2004

#### SECTION 3 - Service Descriptions, cont'd.

# 3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

3.2.1 Each call to Directory Assistance will be charged as follows:

Per Call \$0.60

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

- 3.2.2 A credit will be given for calls to Directory Assistance as follows:
  - -The Customer experiences poor transmission or is cut-off during the call; or
  - -The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

# 3.2.3 Exemptions

Directory Assistance Service charges will not apply to calls originating from the following:

- 1. The Primary Line where a disabled person presently and normally resides, who is certified as being unable to use the telephone directory due to a visual or motor impairment, or as being unable to read.
- 2. A business or Home Office account which is solely owned and operated by a disabled person, who is certified as being unable to use the telephone directory due to a visual or motor impairment, or as being unable to read.

The Company will also consider, on a case by case basis, persons who have been certified as having a significant mentally related health impairment. The Customer will be responsible for obtaining the Exemption From Directory Assistance Charges form from the Company, as well as properly filling out the form for self, and, in the case of a residential account, any authorized user in the account who is disabled. The form must be signed by a competent authority including a doctor of medicine, ophthalmologist, optometrist, registered nurse, therapist or a staff member of a hospital, institution or public agency, who will verify the physical disability and qualification for exemption status. A qualified person to certify illiteracy includes teachers, social workers, or professional staff of literacy agencies, social services agencies or community service centers (including literacy volunteers). The eligibility certificate for disability is subject to any reasonable verification by the Company.

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## SECTION 3 - Service Descriptions, cont'd.

#### 3.2.3 Exemptions (cont'd)

Calls placed to Directory Assistance Service by a certified disabled person will be exempt only up to a 100-call limit per month. Calls placed over this limit will incur the normal DA charge. Operator surcharges associated with DA calls will not apply to exempt disabled accounts.

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# 3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.1 will apply:

**Third Number Billing:** Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when gueried by the operator.

**Collect Calls:** Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

**Calling Cards:** Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

**Person to Person:** Calls completed with the assistance of an operator to a particular Station and person specified by the carrier. The call may be billed to the called party.

**Station to Station:** Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.

**General Assistance:** The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800/888 telephone numbers, but does not request the operator to complete the call.

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## **SECTION 3 - Service Descriptions, cont'd.**

- 3.3 Operator Assistance, cont'd.
  - **3.3.1 Operator Assisted Surcharges:** The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	\$2.00
Third Number Billing (Customer Dialed)	\$2.00
Calling Card (Operator Dialed)	\$2.00
Collect Calling (Operator Dialed)	\$2.00
Collect Calling (Customer Dialed)	\$2.00
Person to Person (Operator Dialed)	\$4.00
Person to Person (Customer Dialed)	\$4.00
Station to Station (Operator Dialed)	\$2.00
General Assistance	N/C

- **3.3.2 Busy Line Verification and Interrupt Service:** Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:
  - **1. Busy Line Verification:** Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
  - 2. Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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## **SECTION 3 - Service Descriptions, cont'd.**

## 3.3 Operator Assistance, cont'd.

## 3.3.2 Busy Line Verification and Interrupt Service:

- 3. **Rates:** Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
  - (a) The operator verifies that the line is busy with a call in process.
  - (b) The operator verifies that the line is available for incoming calls.
  - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call advising the called party the name of the calling party. One charge will apply for both verification and interruption.

	Per Reauest
Busy Line Verification Busy Line Verification with Interrupt	\$5.00 \$5.00

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## SECTION 3 - Service Descriptions, cont'd.

## 3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by on or behalf of the incumbent local exchange carrier in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Customer Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

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- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential linings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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## LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

## 3.4 Directory Listings, cont'd.

- 3.4.4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
  - 1. Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
  - 2. Additional/Foreign Listings: Additional or foreign listings are available only in the names of Authorized Users or business name of the Customer's service, as defined herein. Rates for this listings are specified in Section 3.4.6.
  - **Nonpublished Listings:** Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customers telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Nonpublished Listings are as specified in Section 3.4.6.

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## **SECTION 3 - Service Descriptions, cont'd.**

## 3.4 Directory Listings, cont'd.

## 3.4.5 (cont'd)

4. **Non-Directory Listed:** A non-directory listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such Listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Rates for Nonlisted Listings are specified in Section 3.4.6.

## 3.4.6 Directory Listings Rates

	<u>Residential</u>		Business		_		
	Monthly			<u>Monthly</u>	NRC		
	Current	Max	NRC	Current	<u>Max</u>	<u>NRC</u>	
Primary Listing	N/C	N/C	N/C	N/C	N/A	N/A	
Additional/Foreign Listing	\$2.00	3.00	\$5.00	\$2.00	\$5.00(C)	\$20.00	(C)
Non-Published	\$2.00	3.00	\$5.00	\$2.00	\$5.00(C)	\$20.00	(C)
Non-Directory Listed	\$2.00	3.00	\$5.00	\$2.00	\$5.00(C)	\$20.00	(C)
Change Listing	N/A	N/A	\$5.00	N/A	N/A	\$20.00	

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## **LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.** 

3.4 Directory Listings, cont'd.

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## SECTION 3 - Service Descriptions, cont'd.

## 3.5 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

## 3.6 Custom Telephone Numbers

When establishing service where a new telephone number is assigned, the Company may attempt to match the last four digits of the Customer's previous telephone number at no additional charge. Custom Telephone Number will charges apply for all other specifically requested telephone numbers. At the Customer request, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth herein and in Section 2.1.3.

The following charges will apply for Custom Telephone Numbers:

	Non-Recurring (per number)		•	Monthly Recurring (per number)		
	Current	Max	Current	Max		
Residential	\$50.00	\$75.00	\$0.00	\$0.00		
Business	\$100.00	\$250.00	\$3.50	\$10.00		

## 3.7 Residential Customer Referral Discount Coupon.

A one-time discount coupon will, at the companies discretion, be distributed from **Cox** Communication employees and referring Cox Digital Telephone subscribers, entitling new Customers to a discount on Cox Digital Telephone (CDT) Service. To redeem the coupon, it must be presented as described on the coupon and within 90 days of CDT installation. **A** new Customer is defined as one who has never subscribed to Cox Digital Telephone Service prior to submitting the referral coupon.

## **3.8** Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

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## SECTION 4 - Promotional Offerings

#### 4.1 **Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

#### 4.2 Competitive Response.

## A. Residence Competitive Response Program

## 1. Description:

The Residence Competitive Response Program is an offering to Residential Customers who qualify under one of the three categories below. In accordance with the terms of this Residence Competitive Response Program, Cox may offer incentive(s) to such current or prior residential Customers, who:

no longer subscribe to Cox Digital Telephone (CDT), or

requests disconnection of existing service to establish service with a telecommunications provider for their local service, intraLATA MTS and/or interLATA long distance services, or choose to stay with Cox after a solicitation from a competing telecommunications provider.

#### 2. Terms and Conditions:

- a. Cox reserves the right to discontinue this offer, without further proceedings or approvals, upon fourteen (14) days' notice to the Arizona Corporation Commission (ACC).
- b. Cox will determine periods and provisions of this offer, pending ACC approval.
- c. Qualifying residential Customers are required to have a satisfactory credit rating with in accordance with Section 2.5 above.
- d. Cox shall use reasonable business efforts so that similarly situated Customers are offered similar incentive credits in similar circumstances.
- e. The Residence Competitive Response Program is a competitive response only and is not available for resale.

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# **SECTION 4 - Promotional Offerings**



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## 4.2 Competitive Response, cont'd.

- A. Residence Competitive Response Program, cont'd.
- 3. Rates and Charges:
  - a. Customers who qualify under the Terms and Conditions of this tariff may receive either a waiver of the current nonrecurring charge, up to two months of recurring rates, or both, on selected services determined by the Company. Amounts and types of the waivers will vary. In addition, residential Customers may be eligible for waivers of intraLATA and interLATA long distance charges.
  - b. Incentive amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total credit amount will not exceed the total nonrecurring charge(s) plus two months service of the monthly rate(s).

## **B. Business Competitive Response Program:**

#### 1. Description:

The Business Competitive Response Program is an offering to Business Customers who qualify under one of the three categories below. In accordance with the terms of this Business Competitive Response Program, Cox may offer incentive(s) to such current or prior Business Customers, who:

- no longer subscribe to Cox Digital Telephone (CDT), or requests disconnection of existing service to establish service with a telecommunications provider for their local service, intraLATA MTS and/or interLATA long distance services, or
- choose to stay with Cox after a solicitation from a competing telecommunications provider.

Issue Date: June 10, 2004

Effective Date: July 10, 2004

4.2	Competitive Response.	cont'd
4.2	Competitive Response.	cont a.

**B.** Business Competitive Response Program, cont'd.

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#### 2. Terms and Conditions:

- a. The Company may offer qualifying Business Customers incentives in the form of credits on the Customers' bills after those Business Customers actually establish the agreed upon service with Cox.
- b. Business Customers may receive the incentive credit(s) only in connection with services that are established with and provided by Cox.
- c. On contractual services, Business Customers are required to sign a contract in order to receive the incentives described below.
- d. Business Customers who receive the Competitive Response Program credit(s) are required to remain with Cox for a minimum of one year or be billed all of the nonrecurring charge(s) and monthly rate(s) waived.
- e. Cox reserves the right to discontinue this offer, without further proceedings or approvals, upon fourteen (14) days' notice to the Arizona Corporation Commission (ACC).
- f. Cox will determine periods and provisions of this offer, pending ACC approval.
- g. Qualifying Business Customers are required to have a satisfactory credit rating with in accordance with Section 2.5 above.
- h. Cox shall use reasonable business efforts so that similarly situated Customers are offered similar incentive credits in similar circumstances.
- i. The Business Competitive Response Program is a competitive response only and is not available for resale.

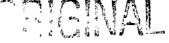
#### 3. Rates and Charges:

Issue Date: May 9, 2001

- a. Business Customers who qualify for this tariff under the Terms and Conditions above may receive a maximum of either a waiver of the current nonrecurring charge(s), or up to two months of the current monthly rate(s), or both, on selected services as determined by Cox. In addition, Business Customers may be provided waivers of intraLATA and interLATA long distance charges.
- b. Incentive amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total credit amount will not exceed the total nonrecurring charge(s) plus two months service of the monthly rate(s).

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## **LOCAL EXCHANGE SERVICE**

## SECTION 5 - Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

Services not detailed in this tariff, but offered on a case-by-case basis include, but are (T) not limited to:

**DS-3, Digital Service level 3:** Equivalent of 28 DS 1 channels, and operating at (N) 44.736 Mbps, also called T-3.

<u>OC-n, Optical Carrier-n:</u> A SONET (Synchronous Optical Network) based application using optical signals in speeds beginning with OC-1 (51.840 Mbps) up to OC-48 (2.5 Gbps).

<u>WAN. Wide Area Network:</u> This network uses links provided by Cox facilities and/or other local telephone companies to connect disperse sites within the state.

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## SECTION 6 - Residential Assistance Offerings

#### 6.1 **Link Up America Assistance**

- 6.1.1 Link Up America Assistance provides reduced connection charges for low income households, for one telephone per line per household at the principle place of residence. The applicant must satisfy certain income tests established by the appropriate state agency.
- 6.1.2 To qualify for Link Up America Assistance the applicant must not be a dependent for federal income tax purposes, unless the applicant is more than 60 years old.
- 6.1.3 The reduction in connection charges provided by this program is applicable only to the service connection charge to install the Primary Line. Those charges are described under section 3 of this tariff. The reduction is equal to one-half of such amount, not to exceed \$30.00.

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## **SECTION 6 - Residential Assistance Offerings**

#### 6.2 Lifeline Assistance

Lifeline Assistance Plan (Lifeline) assists low-income household/applicant by reducing their monthly costs for one telephone line per household at the principle place of residence. The applicant must satisfy certain income tests established by the appropriate state agency and must not be a dependent for federal income tax purposes, unless the applicant is more than 60 years old. Applicant must request assistance by completing a Company provided form.

## 6.2.1 Eligibility Requirements

Applicant must participate in one of the following programs:

- Medicaid
- Food Stamps
- Supplemental Social Security (SSI)
- Federal Public Housing Assistance
- Low Income Home Energy Assistance Program (LIHEAP)

#### 6.2.2 Rates

■ The applicant is a qualified participant, the End User Common Line Charge (EUCLC) associated with the primary residential access line will be waived. Additionally, the Local Line residential rate, described in Section 3.1.2.2 (b) of this tariff, will be reduced by \$1.75.

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#### **SECTION 6 - Residential Assistance Offerings**

#### 6.3 Arizona Low-Income Telephone Assistance Program

The Arizona Low-Income Assistance Program provides for a credit against the monthly recurring charge for residential service for eligible Customers. The credit is available to low income Customers who meet eligibility requirements established by A.R.S. 46-701, 702, 703, 704. The applicant must be a head of household, **65** years of age or older, and have a household income at or below the poverty level. The credit is available only to the Customer's principal residence and only the primary line.

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The non-recurring charges to change to or from this service will be waived.

The monthly credit is a 17% discount off of the following residential service rates:

Flat rate service.

Maintenance of inside wire.

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## **SECTION 7 - Miscellaneous Service Offerings**

#### 7.1 Toll Restriction

Toll Restriction allows the Customer the flexibility to restrict both business and residential access lines and trunks from billable toll calls, but allows completion of local directory assistance calls. If a Customer attempts to dial a restricted toll call, the Customer's call will be intercepted and an announcement will advise the caller of the toll restriction.

#### 7.1.1 Terms and Conditions

- Where facilities and operating conditions permit, this service will be offered to both business access lines and trunks and residential access lines.
- Toll Restriction may prevent the completion of 1+ local calls.
- Toll Restriction is available to Lifeline Customers at no charge.

## 7.1.2 Rates and Charges

Business, per line or trunk \$25.00 \$3.50

Residence, per line\* (T)

# 7.2 Temporary Suspension of Service - Customer Initiated (Seasonal Service)

Service may be temporarily suspended at the Customer behest. Prior to the service suspension, the Customer shall have paid for at least the first full month of service.

#### 7.2.1 Terms and Conditions

The suspension rate will not be applicable until after the service has been in effect for at least one full month.

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<sup>\*</sup> For rates and charges, see section 3.1.2.2 (c.1), page 62.

## SECTION 7 - Miscellaneous Service Offerings

#### (T) 7.2 Temporary Suspension of Service - Customer Initiated (Seasonal Service) (cont'd)

## 7.2.1 Terms and Conditions (cont'd)

The full service rate will apply, if service is restored within 15 days after the date beginning the suspension of service.

If the service is suspended for a period of 16 days or longer, the reduced rate as set forth in the following Section 7.2.2 will apply. The normal monthly recurring rates will be suspended and replaced by the monthly rate below.

## 7.2.2 Rates and Charges

See pages 60 and 61 of this tariff.

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#### 7.3 **Employee Discounts**

A discount is allowed from the standard residence rates for services furnished at residences of officials and employees of the Company.

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## **LOCAL EXCHANGE SERVICE**

## **SECTION 7 - Miscellaneous Service Offerings**

#### 7.4 Number Referral Service

2.

The following charges are for Number Referral Service only and are in addition to any applicable service charges, monthly rates and nonrecurring charges with which they are associated,

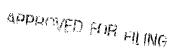
## 7.4.1 Rates and Charges

## 1. Residence Service

Basic Referral Service	<u>Charge</u>
<ul><li>Primarv Number</li><li>first 3 month period</li><li>one additional 3 month period</li></ul>	N/C \$10.00
<ul><li>Additional Numbers</li><li>first 3 month period</li><li>one additional 3 month period</li></ul>	N/C \$10.00
Business Service	
Basic Referral Service	
<ul> <li>Primary Number</li> <li>first month</li> <li>each month up to 12 months or new directory issue date, whichever is longer</li> </ul>	N/C N/C
<ul> <li>each month beyond 12 months or new director issue date, whichever is longer</li> </ul>	\$15.00
Additional Numbers  • first and additional months, each	\$15.00

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d/b/a/ Cox Communications d/b/a Cox Business Services



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## LOCAL EXCHANGE SERVICE

## **SECTION 7 - Miscellaneous Service Offerings**

#### 7.4 Number Referral Service, cont'd

## 7.4.1 Rates and Charges

<u>Direct Inward Dial Service</u>		(D)
Sequential Referral Service	Charge	
<ul> <li>Primarv Number</li> <li>first month</li> <li>each month up to 12 months or new directory issue date, whichever is longer each month beyond 12 months or new directory issue date, whichever is longer</li> </ul>	N/C N/C \$7.00	
<ul> <li>Additional Numbers</li> <li>first and additional month, each sequential number referred</li> <li>Non-Sequential Referral Service</li> </ul>	\$7.00	
<ul> <li>Primary Number</li> <li>first month</li> <li>each month up to 12 months or new directory issue date, whichever is longer</li> <li>each month beyond 12 months or new directory issue date, whichever is longer</li> </ul>	N/C N/C \$7.50	
<ul> <li>Additional Numbers</li> <li>first and each additional month each non-sequential number referred</li> </ul>	\$7.50	

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## **LOCAL EXCHANGE SERVICE**

## SECTION 7 - Miscellaneous Service Offerings

## 7.4 Number Referral Service, cont'd

## 7.4.2. Exceptions

1. Number Referral Service charges do not apply to:

A disconnect or number change with no referral.

The primary number of any Residence or Business Service account with the Basic Referral Service option (See Basic Referral Service – primary number, above.)

Company initiated number change.

• Directory errors caused by the Company.

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## LOCAL EXCHANGE SERVICE

**SECTION 7 - Miscellaneous Service Offerings** 

7.5 Reserved

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(M) Material relocated to Obsolete Services, page 144.

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## **LOCAL EXCHANGE SERVICE**

## **SECTION 7 - Miscellaneous Service Offerings**

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**LOCAL EXCHANGE SERVICE** 

## **SECTION 7 - Miscellaneous Service Offerings**

7.6 Resewed (D)

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LOCAL EXCHANGE SERVICE

**SECTION 7 - Miscellaneous Service Offerings** 

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## **LOCAL EXCHANGE SERVICE**

## **SECTION 7 - Miscellaneous Service Offerings**

7.7 Reserved

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## **LOCAL EXCHANGE SERVICE**

## **SECTION 7 - Miscellaneous Service Offerings**

7.8 Resewed

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## LOCAL EXCHANGE SERVICE

**SECTION 7 - Miscellaneous Service Offerings** 

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#### **LOCAL EXCHANGE SERVICE**

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COX ARIZONA TELCOM, L.L.C. d/b/a/ Cox Communications d/b/a/ Cox Business Services

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## **LOCAL EXCHANGE SERVICE**

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## LOCAL EXCHANGE SERVICE

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## LOCAL EXCHANGE SERVICE

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## LOCAL EXCHANGE SERVICE

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## **SECTION 8 - Obsolete Service Offerings**

#### 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

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Digital Centrex - FITS I and FITS II is obsolete and will not be offered to new Customer as of January 10, 2001. Current Customers of FITS ■ & II Centrex packages will become obsolete effective January 10, 2001. Obsolete systems may add stations and new locations with FITS feature packages until the term of the Customer's contract has expired. At such time, the Customer must convert the FITS Centrex package to the minimum centrex service offering, the Basic Centrex Package or discontinue the Company's centrex service.

#### **■**\_GENERAL

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Digital Centrex Fiber Integrated Telephone Service (FITS) ■ is a flat rate business service with a 5 line minimum and a 100 line maximum. FITS ■ is the standard package for business centrex. The FITS II offering includes the standard business package plus enhanced centrex features. Centrex service is provided via a Cox Fiber Integrated central offices, where facilities and operating conditions permit.

FITS I standard features are included on all lines in the system as defined in (B.) below. FITS II features which are included on all lines in the system are defined in (C.) Enhanced Features following.

- 1) Digital Centrex Service is provided over loop start facilities which link the Company-provided Centrex dial switching equipment and customerprovided equipment.
- 2) Digital Centrex FITS equips all lines in the system with the standard features shown Section B. following. Customers subscribing to this service are required to pay the monthly rate for service as specified in the attached "Rate Schedule", whether or not all standard features are activated at initial installation.
- 3) A customer may elect to subscribe to the Digital Centrex FITS II enhanced features specified in Section D., at initial installation or subsequent to initial installation, subject to the applicable non-recurring charge specified in "Features Pricing Schedule" following.
- 4) The monthly rate for Digital Centrex FITS and II offering is covered by a service period plan and is guaranteed against Company-initiated change for the duration of the service period. The minimum service period plan is 12 months

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Issue Date: July 14, 2003

## **SECTION 8 - Obsolete Service Offerings**

#### 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

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5) If the service is terminated in whole or in part by the customer after the initial installation but prior to the completion of the service period, the customer shall be obligated to pay the remaining months of the service period selected.

#### 2. FITS ■ STANDARD FEATURES

All lines in FITS ■ are equipped with the following standard features:

- Call Waiting/Cancel Call Waiting
- Call Forwarding Busy Line
   Call Forwarding No Answer
- Call Forwarding Variable
- Call Hold
   Call Pick-Up
- Call Transfer All Calls
- Distinctive Ring

- Direct Inward Dialing (DID)
- Direct Outward Dialing (DOD)
- Hunting
   Line Treatments
   Station-to-Station Dialing
   Three-Way Conference Calling
- Touch-Tone

#### 3. FITS ■ - STANDARD FEATURE DEFINITIONS

<u>Call Waiting</u> - Permits a customer to receive an audible tone which will indicate an incoming call is waiting, if the called line is busy.

<u>Cancel Call Waiting</u> - Permits a Call Waiting customer to inhibit the call waiting operation for one call through the use of a cancel call waiting code.

<u>Call Forwardina - Busv Line</u> - Provides for the forwarding of all calls attempting to terminate at a busy line to be forwarded to a preselected line within a customer system or outside the system.

<u>Call Forwardina -No Answer</u> - Provides for the forwarding of all calls attempting to terminate at a line which is not answered within a set number of rings to be forwarded to a preselected line within a customer system or outside the system.

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# **SECTION 8 - Obsolete Service Offerings**

#### 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

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<u>Call Forwardins - Variable</u> - When activated at a line by a customer, provides for the forwarding of all calls attempting to terminate at that line to another customer specified line within customer's system or outside the system.

<u>Call Hold</u> - Enables a line user to place a call on hold for any length of time provided that neither party goes off hook. Code access activated.

<u>Call Pick-Uo Group(s)</u> - Enables a line within a Digital Centrex system Pick-Up Group to answer incoming calls to another line within the same Pick-up Group by dialing a code. One or more Call Pick-Up Groups may be established.

<u>Call Transfer - All Calls</u> - Allows a line user to transfer any established call to another line inside or outside the customer group without the assistance of an attendant. This feature also utilizes the switchhook to put a caller on consultation hold.

<u>Distinctive Ringing</u> - Provides a unique pattern of ringing to permit the line user to distinguish between intragroup and DID calls.

<u>Direct Inward Dialing (DID)</u> - Allows incoming calls from the local exchange and long distance network to reach an individual line or group of lines in the system without the assistance of an attendant.

<u>Direct Outward Dialing (DOD)</u> - Permits lines of the system to gain access to the local exchange and long distance network without the assistance of an attendant by dialing an access code (dial 9 for intergroup calls).

<u>Hunting</u> - Permits the routing of calls to an idle line in a prearranged group, when the called line is busy. The hunting is either circular or series. The hunt starts with the number dialed.

<u>Line Treatments</u> - The Company at the customer's request will allow or deny individual line features. The treatments can be arranged to control all calls originating or terminating on lines and tie trunks.

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# **SECTION 8 - Obsolete Service Offerings**

#### 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

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<u>Station-to-Station Dialing</u> - Enables individual line users in the system to directly dial other lines in the same system without the assistance of an attendant.

<u>Three-Way Conference Calling</u> - Enables a line user to establish voice connection involving the user and two other parties. The line user, by switchhook operation is able to place an existing call on hold and call the telephone number of a third party, thereby effecting a three-way conference call.

<u>Touch Tone</u> - Provides for the origination of calls by means of instruments equipped for tone-type address signaling over special central office facilities.

#### 3.1.4.4 FITS II - STANDARD FEATURES

All lines in FITS II are equipped with the standard features in Section 3.1.4.2 above plus the following features:

Automatic Callback - Intragroup

Directed Call Pickup

Speed Calling

Automatic Callback

Call Forward of Call Waiting Calls

Call Park

**Enhanced Hunting Arrangement** 

Multi Line Hunt Group(MLHG)

Last Number Redial

Conference Calling - up to 6 Way

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### LOCAL EXCHANGE SERVICE

# **SECTION 8 - Obsolete Service Offerings**

## 8.1 DIGITAL CENTREX FITS I & II SERVICE

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Automatic Callback - <u>Intragroup</u> - Enables a line user calling a busy line within the system to be automatically connected to the called line when the line becomes idle.

# **Directed Call Pickup**

- (i) With barge-in Permits a line user to answer a call ringing on another line in the Centrex group by dialing a code. If the called line has already been answered, the initiating line may barge-in to the answered all and be connected to a three-way call.
- (ii) Without barge-in Permits a line user to answer a call ringing on another line in the Centrex group by dialing a code.

Speed <u>Calling</u> - Individual 30-Number List - Allows a line user to call a predesignated seven or ten-digit telephone number by dialing a valid two digit dialing code. The customer-changeable speed calling list furnished contains 30 codes.

<u>Automatic Callback</u> -Permits a user who places an intrasystem call to a busy Centrex number to be automatically connected to that line when both the called and calling station lines are available.

<u>Call Forward of Call Waiting Calls</u> -Allows station users that have Call Forwarding and Call Waiting assigned to their lines to forward Call Waiting calls that are not answered within a set period of time automatically to a predetermined destination.

<u>Call Park</u>-Provides the station user the ability to park a call against the station number. The parked call may be retrieved from any station in the Centrex group by dialing a code and the station number parked.

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# **SECTION 8 - Obsolete Service Offerings**

#### 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

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<u>Enhanced Huntina Arranaements Incominq</u> - calls to a busy Centrex line are redirected to a predetermined number(s) to search for an idle line on which to complete the call. If no idle number is found, a busy tone is provided. These types are available.

- (i) Circular Hunt permits a complete hunt over all of the station lines in a particular Multi-Line Hunt Group (MLHG). Hunting starts with the dialed number and continues to the last terminal prior to the dialed number in the MLHG. Circular Hunt is only provided with Uniform Call Distribution, Preferential Hunt or Multiple Position Hunt.
- (ii) Series or Serial Hunt allows a limited number of Centrex lines to be programmed in either a sequential (consecutively numbered) or nonsequential (non consecutively numbered) order for hunting purposes. Series hunting is done through the ordered list until an idle line is encountered or the end of the list is reached. Call handling line features can be added to the last directory number in the series to increase call completion probability. Series Completion redirects a call only once to any given line.
- (iii) Enhancement --redirects a call from a busy DN to another DN giving greater flexibility by providing circular Call-Forward, Busy type chaining.
- (iiii) Distributed Line Hunting starts the hunting at the first idle line after the previous hunt and continues until the starting point is reached.

Multi Line Hunt Group (MLHG) a group of lines with common terminating (incoming call) features that are grouped together to share translation data. Hunting is provided by a common program (shared translations) for the group of lines. Each line is identified by a multi-line terminal number, not a Centrex number.

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# **SECTION 8 - Obsolete Service Offerings**

#### 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

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- (i) Enhancement allows the assignment of Multiple Pilot Directory Numbers to a MLHG. Hunting can therefore begin at different points in the group depending on the number dialed.
- (ii) Non-Hunt Telephone Number a MLHG can contain station lines which have associated non-hunt directory numbers. If the station line is busy on a call, another call to the non- hunt number will receive busy treatment. These non-hunt numbers are not in the MLHG and do not have access to the MLHG or MPH features.
- (iii) Preferential Hunt permits a pre-hunt over a preferential list of station lines before hunting the entire MLHG. Each station can be associated with a particular preferential list within a MLHG.
- (iiii) Secretarial allows more than one Centrex line to hunt to the same line in a linear pattern.

<u>Last Number Redial</u> - Allows a designation of a station feature button to initiate redial of the last number called.

<u>Conference Calling - up to 6 Way</u> - Allows a user to add up to 6 additional parties to an existing call.

#### 3.1.4.6 RATES AND CHARGES

Digital Centrex FITS I and II rates and charges apply for a fixed period of time from 12 months to 60 months (service period plan) and are guaranteed against Company initiated change for the duration of the plan.

Upon the expiration of the original service period plan a customer must select a new service period plan or the rates applicable will be those offered under the 12 month service period plan.

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# **SECTION 8 - Obsolete Service Offerings**

#### 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

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# RATES AND CHARGES, cont'd

The Company reserves the right to change the Digital Centrex ■ rates, as described in the Flexible Pricing Plan which follows:

- 1) Flexible Pricing Plan
  - (a) Digital Centrex and II service equivalent link and equivalent port rates may be decreased selectively and in varying amounts, so long as the rates cover their relevant costs.
  - (b) Digital Centrex and II service equivalent line and equivalent port rates may be increased selectively and in varying amounts not to exceed 25% per year.
  - (c) The Company reserves the right to change the rates as described in (a) and (b) preceding at any time upon 10 days notice to the Commission by providing a revised Rate Schedule and appropriate cost support information.
  - (d) Changes in Digital Centrex rates will apply as of the effective date of the change.
  - (e) A rate will not be changed unless it has been in effect for at least 30 days.
  - (f) Appropriate customer notification of rate changes will be made.
- (g) Digital Centrex rates may be changed in accordance with the provisions of (a) through (f) preceding, on a wire center by wire center basis.

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#### 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

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# RATES AND CHARGES, cont'd

# 2) Customer Specific Pricing Arrangements

Prices for Digital Centrex FITS I and II equivalent links and equivalent ports may be determined on a customer specific basis using relevant costs. Customer specific prices will be made available to similarly situated customers on a non-discriminatory basis. Customer specific prices for a group of Digital Centrex customers can be developed by the Company.

# 3) Change of Customer Digital Centrex ■ and II

With the written permission of the Company, the obligation to pay the remaining monthly rates of the selected service period may be assigned to another customer at the same location.

In addition to assuming the responsibility to pay the monthly rates for the remainder of the selected service period, the new customer assumes the conditions applicable to Digital Centrex FITS at the time of the assignment.

A request for a transfer of service between the customers at the same time as a request for a relocation of service is permitted.

# 4) Relocation of Service Digital Centrex FITS ■ and II

A customer, except those under a Customer Specific Pricing, will be permitted to relocate all or part of his lines to another location served by the Company, subject to the availability of facilities, without incurring termination charges. The number of lines in service at the new location must be greater than or equal to the number of lines in service at the former location. The service period plan will be moved with the service. Service period plan billing must continue unchanged or a new plan equal to or greater than both remaining lines in service and months in the service period plan may be elected. In addition, a service charge, a new line installation charge or line conversion charge will apply.

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# SECTION 8 - Obsolete Service Offerings

#### 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

## RATES AND CHARGES, cont'd

5) Conversions of Service - Digital Centrex FITS ■ and II

An existing Centrex service customer with less than 101 lines served from a digital switch may convert to Digital Centrex service with no termination liability provided that the new Digital Centrex service must be equal to or greater than the current lines in service and the new service period be a minimum of 12 months plus the remaining months in the current Centrex service agreement.

6) Digital Centrex FITS ■ and II Service Guarantee

A new Centrex customer may remove their Digital Centrex system, upon written notification to the Company within 90 days of the original service period, without termination liability. Such guarantee provides for a refund of any initial non- recurring charges incurred by the customer.

7) Non-Recurring Charges - Digital Centrex FITS ■ and II

The following non-recurring charges apply for the connection of Digital Centrex Service. Such charges may be amortized into the line rate over a period of six months:

- (a) New Installation consistent with relevant non-recurring charges applicable to 1MB/1FB.
- (b) Conversion consistent with relevant non- recurring charges applicable to change of telephone number.
- (c) Optional Feature Activation consistent with activation of custom calling features on 1MB/1FB.
- 8) Waiver of Non-Recurring Charges Digital Centrex FITS and II

The Company will waive certain non-recurring charges for the connection of Digital Centrex Service and/or Digital Centrex Port Only Service.

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# **SECTION 8 - Obsolete Service Offerings**

## 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

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# RATES AND CHARGES, cont'd

9) For Centrex FITS ■ & II service, an additive equivalent to the Interstate Business End User Common Line Charge will apply on a PBX trunk equivalency basis according to the following table:

Total Unrestricted Line	PBX Trunk Equivalen	ICV
1	1	
2	3	
3	4	
<b>4</b> to 6	5	
7 to 10	5	
<b>11</b> to 15	6	
16 to 21	7	
<b>22</b> to <b>28</b>	8	
29 to 36	9	
37 to 45	10	
<b>46</b> to <b>54</b>	11	
55 to 64	12	
65 to <b>75</b>	13	
76 to 86	14	
87 to 100	15	
Each Additional 15 lines	1	(M)

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# LOCAL EXCHANGE SERVICE

# **SECTION 8 - Obsolete Service Offerings**

## 8.1 DIGITAL CENTREX FITS ■ & II SERVICE

RATES AND CHARGES, cont'd

# 10) Payment Plans

FITS **I** & II Service offers the Customer a fixed monthly rate plan for a specific contract term. The Customer may select from 1, 2, 3 or 5 year contract terms.

	NRC <sup>6</sup>	Year 1	Year 2	Year 3	Year 5		
FITS I	\$100	\$21	\$20	\$19	\$17		
FITS II	\$250	\$25	\$24	\$23	\$21	) 1)	M)

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<sup>&</sup>lt;sup>6</sup> Service Connection Charges under Section 3 apply in addition to the non-recurring charges.



#### LOCAL EXCHANGE SERVICE

# **SECTION 8 - Obsolete Service Offerings**

# 8.4 Cox LD Enterprise

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Cox LD Enterprise, the one-, two- or three-year term long distance call plan, provides an eligible Business Customer with a competitively priced long distance product. The call plan is available to new and existing customers that select Cox Local, Cox Long Distance (both PTC and LPIC) and Cox high-speed internet service. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per minute. All minutes-of-use (MOU) charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the United States are billed in 6-second increments and rounded up to the next highest increment. All calls terminating to Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

If this plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10 per minute will be used to re-rate all usage charges up to the termination date.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

Minutes-Of-Use	1 Year	2 Year	3 Year
0-10,000	\$0.070	\$0.0630	\$0.0595
10,001-20,000	\$0.065	\$0.0585	\$0.0553
20,001+	\$0.060	\$0.0540	\$0.0510

(M)

(M) Material relocated from page 92.0.2

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# **LOCAL EXCHANGE SERVICE**

# **SECTION 8 - Obsolete Service Offerings**

#### 8.5 Cox Toll-Free Solutions

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The Domestic Toll-Free Term Call Plan provides Business Customers with a reduced rate for toll free calls originated in the continental United States. Business Customers may select from a one-, two- or three-year term call plan. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

Minutes-Of-Use	Year 1	Year 2	Year 3
0-10,000	\$0.075	\$0.0675	\$0.0638
10,001-20,000	\$0.070	\$0.0630	\$0.0595
20,001+	\$0.065	\$0.0585	\$0.0553

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(M) Material formerly located on page 92.12.

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#### LOCAL EXCHANGE SERVICE

# **SECTION 8 - Obsolete Service Offerings**

#### 8.6 Cox Dedicated LD Solutions

Cox Dedicated LD Solutions, a one, two or three-year term dedicated long distance call plan, provides eligible Business Customers a competitively priced long distance product for calls terminated in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 perminute. The call plan is available to new and existing customers that choose Cox Local and Cox Long Distance (both PIC and LPIC). All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Arizona are billed in 6-second increments with a 6-second minimum.

Minutes-of-Use	1-Year	2-Year	3-Year	Max Rate
0-10,000	\$0.075	\$0.0675	\$0.0638	\$0.15
10,001-20,000	\$0.070	\$0.0630	\$0.0595	\$0.15
20,001-40,000	\$0.065	\$0.0585	\$0.0553	\$0.15
40,001-80,000	\$0.055	\$0.0495	\$0.0468	\$0.15
80,001-160,000	\$0.050	\$0.0450	\$0.0425	\$0.15
160,000+	\$0.045	\$0.0405	\$0.0383	\$0.15

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(M) Material formerly located on page 92.16

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#### LOCAL EXCHANGE SERVICE

# **SECTION 8 - Obsolete Service Offerings**

# 8.7 Cox Dedicated LD Enterprise

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Cox Dedicated LD Enterprise, a one, two or three-year term dedicated long distance call plan, provides eligible Business Customers a competitively priced long distance product for calls terminated in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 perminute. The call plan is available to new and existing Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and high-speed internet service. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Arizona are billed in 6-second increments with a 6-second minimum.

Minutes-Of-Use	1 Year	2 Year	3 Year	Max Rate
0-10,000	\$0.070	\$0.0630	\$0.0595	\$0.15
10,001-20,000	\$0.065	\$0.0585	\$0.0553	\$0.15
20,001-40,000	\$0.060	\$0.0540	\$0.0510	\$0.15
40,001-80,000	\$0.050	\$0.0450	\$0.0425	\$0.15
80,001-160,000	\$0.045	\$0.0405	\$0.0383	\$0.15
160,000+	\$0.040	\$0.0360	\$0.0340	\$0.15

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(M) Material Formerly located on page 92.17.

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# **SECTION 8 - Obsolete Service Offerings**

#### 8.8 Cox Dedicated TF Solutions

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Cox Dedicated TF Solutions, a one, two or three-year term dedicated toll free call plan, provides eligible Business Customers a competitively priced toll free product for calls that originate in the continental United States. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing customers that choose Cox Local and Cox Toll Free. The plan covers the 48 contiguous states. All minutes-of-use charges (MOU) will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage.

Minutes-Of-Use	1 Year	2 Year	3 Year	Max Rate
0-10,000	\$0.075	\$0.0675	\$0.0638	\$0.15
10,001-20,000	\$0.070	\$0.0630	\$0.0595	\$0.15
20,001-40,000	\$0.065	\$0.0585	\$0.0553	\$0.15
40,001-80,000	\$0.055	\$0.0495	\$0.0468	\$0.15
80,001-160,000	\$0.050	\$0.0450	\$0.0425	\$0.15
160,000+	\$0.045	\$0.0405	\$0.0383	\$0.15

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# **SECTION 8 - Obsolete Service Offerings**

# 8.9 COX OFFICE SOLUTIONS PAK

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# 1. **GENERAL**

The Cox Office Solutions Pak offers business Customers a bundled package term plan of one, two and three year commitment. The package combines telephony services and the Cox-Affiliated Company's service for high-speed internet access. The services provided with this plan are:

- two (2) flat-rate business access lines,
- eight (8) custom calling features from a select group of features as defined in Section .2 following.
- a block of 200 minutes of interstate and intrastate long distance calls, and
- the Cox-Affiliated Company's high-speed internet access service.

# 2. Regulations

### 1. Business Access Lines

Business Customers that subscribe to the Cox Office Solutions Pak will receive two flat-rate business access lines. Additional lines requested by the Customer will be billed at the normal tariffed rate for business service.

# 2. Custom Calling Features

Business Customers that subscribe to COSP will be offered the line features listed below. The features may be provisioned on the two lines at the Customer's request. However, the offered is limited to a total of eight features.

Call Forward	Three-Way Calling
Call Forward - Busy	Call Transfer
Call Forward - No Answer	Caller I D
Call Waiting	Voice Mail

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(M) Material formerly located on page 111.

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# **SECTION 8 - Obsolete Service Offerings**

# 8.9 COX OFFICE SOLUTIONS PAK, cont'd

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# 2. Resulations, cont'd

# 3. 200 Minutes of Long Distance

The Cox Office Solutions Pak, COSP, includes a block of 200 minutes of interstate and intrastate long distance. The block of 200 minutes is "pooled" between the two lines. Any unused minutes remaining at the end of the billing period will not carryover to the next billing period. Interstate calls in excess of the 200-minute block will be billed at 7 cents per minute. Intrastate calls will be billed at 10 cents per minute.

# 4. High-speed Internet Access

The package also includes one or three end-user terminals for high-speed internet access from the Cox-Affiliated Company.

## 3. Rates and Charges

The table below defines the telephony charges associated with the Cox Office Solutions Pak offering in the State of Arizona.

	Year 1	Year 2	Year 3
Business Access Lines	60.00	60.00	60.00
Custom Calling Features	18.00	16.00	16.00
Long Distance	15.00	15.00	15.00
Bundled Package MRC	93.00	91.00	91.00
Installation Charge <sup>†</sup>	250.00	99.00	0.00

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<sup>&</sup>lt;sup>†</sup> If a high-speed internet customer is adding telephony service under this package, the installation charges would apply as defined in section 3 of this tariff.